

INMETCO		RECYCLER							
PRO ALFA		SOLVENT RECYCLER							
ASSET RECOVERY GROUP		METAL RECYCLER							
ICS REFINING		METAL RECYCLER							
US FILTER		ACID AND BASES TREATMENT							
SOS METAL		TRANSFER STATION DISPOSAL FACILITY							

Handwritten:  HVS.

STORAGE TANKS - Section 2.13(b)(i)
MINA LANDFILL

LOCATION	CAPACITY LITERS	CONTENTS	CONSTRUCTION MATERIAL	STATUS	INSTALLATION
MAIN ENTRANCE	9,000	DIESEL	STEEL	ACTIVE	ABOVEGROUND
PLANT AREA	10,000	DIESEL	STEEL	ACTIVE	ABOVEGROUND
MAINTENANCE	30,000	DIESEL	STEEL	ACTIVE	ABOVEGROUND
DINNING ROOM	2,000	NATURAL GAS	STEEL	ACTIVE	ABOVEGROUND
MAINTENANCE	3,500	NATURAL GAS	STEEL	ACTIVE	ABOVEGROUND
MAINTENANCE	5,000	NATURAL GAS	STEEL	ACTIVE	ABOVEGROUND
MAINTENANCE	1,950	DIESEL	STEEL	ACTIVE	ABOVEGROUND
MAINTENANCE	3,500	NATURAL GAS	STEEL	NOT ACTIVE	ABOVEGROUND
NEUTRALIZATION	44,000	WATER	STEEL	ACTIVE	ABOVEGROUND
STORAGE ROOM	3,500	NATURAL GAS	STEEL	ACTIVE	ABOVEGROUND
LABORATORY	3,500	WATER	PLASTIC	ACTIVE	UNDERGROUND
LABORATORY	3,500	WATER	PLASTIC	ACTIVE	UNDERGROUND
STORAGE ROOM	10,000	GRAY WATER	PLASTIC	ACTIVE	UNDERGROUND
DISTRIBUTION CENTER	800	WATER	PLASTIC	ACTIVE	UNDERGROUND
DISTRIBUTION CENTER	800	WATER	PLASTIC	ACTIVE	UNDERGROUND
DISTRIBUTION CENTER	1,000	WATER	PLASTIC	ACTIVE	ABOVEGROUND
BLENDING PLANT	15,600	EMPTY	CARBON STEEL	NOT ACTIVE	ABOVEGROUND
BLENDING PLANT	18,500	EMPTY	CARBON STEEL	NOT ACTIVE	ABOVEGROUND
BLENDING PLANT	18,500	EMPTY	CARBON STEEL	NOT ACTIVE	ABOVEGROUND
BLENDING PLANT	23,200	EMPTY	CARBON STEEL	NOT ACTIVE	ABOVEGROUND
BLENDING PLANT	12,500	EMPTY	CARBON STEEL	NOT ACTIVE	ABOVEGROUND
BLENDING PLANT	2,000	EMPTY	CARBON STEEL	NOT ACTIVE	ABOVEGROUND
BLENDING PLANT	24,500	EMPTY	CARBON STEEL	NOT ACTIVE	ABOVEGROUND
BOILER AREA	200	EMPTY	CARBON STEEL	NOT ACTIVE	ABOVEGROUND
BOILER AREA	300	EMPTY	CARBON STEEL	NOT ACTIVE	ABOVEGROUND

With respect to the Silao transfer station, the tanks whose contents are listed as "empty" are emergency tanks that are used only in the event of a leak. Since no such leak has ever occurred, these tanks have never been used. With respect to the blending plant, those tanks that are listed as "empty" are so listed because they have never been used

NEUTRALIZATION PLANT	34,700	ACID	POLYESTER FIBER GLASS	ACTIVE	ABOVEGROUND
NEUTRALIZATION PLANT	34,700	ACID	POLYESTER FIBER GLASS	ACTIVE	ABOVEGROUND
NEUTRALIZATION PLANT	10,000	WATER AND LIME MIX	CARBON STEEL	ACTIVE	ABOVEGROUND
NEUTRALIZATION PLANT	3,500	REACTION TANK	POLYESTER FIBER GLASS	ACTIVE	ABOVEGROUND
NEUTRALIZATION PLANT	3,500	REACTION TANK	POLYESTER FIBER GLASS	ACTIVE	ABOVEGROUND
NEUTRALIZATION PLANT	44,000	WATER	CARBON STEEL	ACTIVE	ABOVEGROUND
NEUTRALIZATION PLANT	72,000	LIME	CARBON STEEL	ACTIVE	ABOVEGROUND
SOLVENTS AREA	36,700	WATER	STEEL	ACTIVE	ABOVEGROUND
SOLVENTS AREA	4,400	PROD TERMINADO	STEEL	ACTIVE	ABOVEGROUND
SOLVENTS AREA	4,400	PROD TERMINADO	STEEL	ACTIVE	ABOVEGROUND
SOLVENTS AREA	15,000	RAW MATERIALS	STEEL	ACTIVE	ABOVEGROUND
SOLVENTS AREA	6,000	RAW MATERIALS	STEEL	ACTIVE	ABOVEGROUND
TREATMENTS AREA	35,000	WATER	STEEL	ACTIVE	ABOVEGROUND
TREATMENTS AREA	1,000	WATER	PLASTIC	ACTIVE	ABOVEGROUND
TREATMENTS AREA	72,000	RAW MATERIALS	STEEL	ACTIVE	ABOVEGROUND
BLENDING PLANT	24,500	EMPTY	CARBON STEEL	NOT ACTIVE	ABOVEGROUND
BLENDING PLANT	18,500	EMPTY	CARBON STEEL	NOT ACTIVE	ABOVEGROUND
BLENDING PLANT	18,500	EMPTY	CARBON STEEL	NOT ACTIVE	ABOVEGROUND
BLENDING PLANT	20,000	EMPTY	CARBON STEEL	NOT ACTIVE	ABOVEGROUND
BLENDING PLANT	20,000	EMPTY	CARBON STEEL	NOT ACTIVE	ABOVEGROUND
BLENDING PLANT	20,000	EMPTY	CARBON STEEL	NOT ACTIVE	ABOVEGROUND
BLENDING PLANT	16,000	EMPTY	CARBON STEEL	NOT ACTIVE	ABOVEGROUND
MACROCELL II	1,000	WATER	PLASTIC	ACTIVE	ABOVEGROUND
NURSERY	1,000	GRAY WATER	PLASTIC	ACTIVE	UNDERGROUND
LA PILITA	30,000	WATER	CONCRETE	ACTIVE	UNDERGROUND
DECONTAMINATION AREA	10,000	WATER	PLASTIC	ACTIVE	UNDERGROUND

STORAGE TANKS					
SILAO TRANSFER STATION					
LOCATION	CAPACITY LITERS	CONTENTS	CONSTRUCTION MATERIAL	STATUS	INSTALATION
STORAGE ROOM	23,000	EMPTY	CONCRETE	ACTIVE	UNDERGROUND
LOADING ZONE	23,000	EMPTY	CONCRETE	ACTIVE	UNDERGROUND
LOADING ZONE	23,000	EMPTY	CONCRETE	ACTIVE	UNDERGROUND
NOTE: THESE TANKS ARE FOR CONTINGENCY LEAKAGE PURPOSES					
STORAGE TANKS					
VILLAHERMOSA FACILITY					
LOCATION	CAPACITY LITERS	CONTENTS	CONSTRUCTION MATERIAL	STATUS	INSTALATION
RAMP DIKE 4	35,000	RECOVERED WATER	CARBON STEEL	ACTIVE	ABOVEGROUND
RAMP DIKE 4	125,000	RECOVERED OIL	CARBON STEEL	ACTIVE	ABOVEGROUND
NEXT TO ON SITE EQ	1,500	DIESEL	PLASTIC	ACTIVE	ABOVEGROUND
NEXT TO ON SITE EQ	1,200	DIESEL	CARBON STEEL	ACTIVE	ABOVEGROUND
NEXT TO ON SITE EQ	350	DIESEL	CARBON STEEL	ACTIVE	ABOVEGROUND
NEXT TO ON SITE EQ	20,000	RECOVERED WATER	CARBON STEEL	ACTIVE	ABOVEGROUND
NEXT TO ON SITE EQ	20,000	RECOVERED WATER	CARBON STEEL	ACTIVE	ABOVEGROUND
NEXT TO ON SITE EQ	20,000	RECOVERED WATER	CARBON STEEL	ACTIVE	ABOVEGROUND
NEXT TO ON SITE EQ	20,000	FRESH WATER	CARBON STEEL	ACTIVE	ABOVEGROUND
NEXT TO ON SITE EQ	20,000	RECOVERED OIL	CARBON STEEL	ACTIVE	ABOVEGROUND
NEXT TO ON SITE EQ	20,000	RECOVERED OIL	CARBON STEEL	ACTIVE	ABOVEGROUND
IN FRONT OF STORAGE ROOM	27,000	DIESEL	CARBON STEEL	ACTIVE	ABOVEGROUND
IN FRONT OF STORAGE ROOM	27,000	DIESEL	CARBON STEEL	ACTIVE	ABOVEGROUND
NEXT TO THE ASTEC UNIT	5,000	NATURAL GAS	CARBON STEEL	ACTIVE	ABOVEGROUND

CGEA0040820

NEXT TO BETHLEHEM UNIT	300	NATURAL GAS	CARBON STEEL	ACTIVE	ABOVEGROUND
NEXT TO BETHLEHEM UNIT	500	DIESEL	CARBON STEEL	ACTIVE	ABOVEGROUND
NEXT TO BETHLEHEM UNIT	12,600	DIESEL	CARBON STEEL	ACTIVE	ABOVEGROUND
NEXT TO BETHLEHEM UNIT	41,800	NITROGEN	CARBON STEEL	ACTIVE	ABOVEGROUND
NEXT TO BRANDT UNIT	45,000	WATER WITH OIL	CARBON STEEL	ACTIVE	ABOVEGROUND
NEXT TO BRANDT UNIT	45,000	WATER WITH OIL	CARBON STEEL	ACTIVE	ABOVEGROUND
NEXT TO THE ASTEC UNIT	125,000	RECOVERED WATER	CARBON STEEL	ACTIVE	ABOVEGROUND
NEXT TO BRANDT UNIT	15,000	DIESEL	CARBON STEEL	ACTIVE	ABOVEGROUND
NEXT TO BRANDT UNIT	950	HEATING OIL	CARBON STEEL	ACTIVE	UNDERGROUND

1/3

4

2/3

Section 2.13(f)List of Documents provided to CGEA representatives by Facility

There follows an index of the most relevant environmental documents provided to the Purchaser. This list does not include all documents given to Purchaser. Access to all documents related to environmental matters have been provided to the Purchaser.

a) **TIJUANA, BAJA CALIFORNIA**

1. Organization and description
2. Drawings of location
3. Operations License (4453 Original License granted to Tratamientos Industriales Tijuana Internacional, S.A. de C.V. and DOO.-800/0072 related to assignation of rights to The Company)
4. Use of Land Authorization and related documents
5. Sanitary License (93-AR/014E and application for renewal filed on May 1995)
6. Registration as Hazardous Waste Generator (RIMJU0200411)
7. Risk Analysis Approval (DOO.802/9168)
8. Accident Prevention Program Approval (DOO.-802/9170)
9. Title of Concession for the utilization of underground national waters (01BCA102958/01EMGR97)
10. Fire & Civil Liabilities Insurance Policies (751-886 and 977)
11. Last Operations Report submitted to authority as of April 28, 2000
12. Last Bi-Annual Report submitted to authority as of January 12, 2000
13. EPA permit and registration for El Paso, Texas Transfer Station dated April 21, 1997

b) **VILLAHERMOSA, TABASCO**

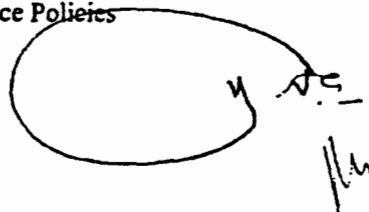
1. Use of Land permit issued on January 19, 1999 and related documents
2. Drawings of Location
3. Environmental Impact
4. Approval for Treatment Processes and last renewal
5. Unique Environmental License
- 5.1 Unique Environmental License Up-Date
- 5.2 Requirements derived from Up-Date Application
- 5.3 Response to requirements cited above
6. Bi-Annual Report
7. Registration as Hazardous Waste Generator
8. Tests Protocol
9. Facility Federal tax registration
10. Authorization for the Utilization of Underground National Waters
- 10.1 Certification of Non-existing waste water discharges
11. Fire & Civil Liberties Insurance Policies (751-886 and 977)
12. Voluntary Audit realized

c) **SILAO, GUANAJUATO**

1. Use of Land
2. Drawings of Location
3. Environmental Impact
4. Authorization of Collection Center
5. Bi-Annual Report
6. Fire & Civil Liabilities Insurance
7. Contingencies Plan

d) **NOGALES SONORA**

1. Use of Land
2. Authorization of Collection Center
3. Fire & Civil Liabilities Insurance Policies

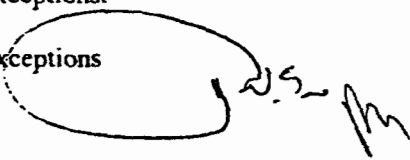
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Section 2.13(g)

No exceptions, other than the matters set forth in Section 2.13(f).

y - v.s.
Aly


Section 2.14
Absence of Acts of Events

- Section 2.14(a) No exceptions other than the capitalization of debt of 22,230,000 pesos in favor of Chemical Waste Management and Valores Ecologicos, S.A. de C.V. on July 26, 2000
- Section 2.14(b) No exceptions.
- Section 2.14(c) No exceptions.
- Section 2.14(d) No exceptions.
- Section 2.14(e) On January 5, 2000, the company purchased a Caterpillar D5 bulldozer for a purchase price of approximately 1,271,795 pesos. On August 21, 2000 the company acquired a Volvo Personnel Transport Bus in the amount of approximately \$900,000 pesos
- Section 2.14(f) No exceptions, other than any items that have been disclosed elsewhere in this Disclosure Schedule.
- Section 2.14(g) No exceptions. Other than any items that have been disclosed elsewhere in this Disclosure Schedule.
- Section 2.14(h) No exceptions.
- Section 2.14(i) No exceptions.
- Section 2.14(j) No exceptions other than ALL Risk Insurance cited in 2.4 - (2).
- Section 2.14(k) No exceptions other than JD Edwards agreement cited in Section 2.4 - (1).
- Section 2.14(l) No exceptions, other than any items that have been disclosed elsewhere in this Disclosure Schedule.
- Section 2.14(m) No exceptions.
- Section 2.14(n) See attached list.
- Section 2.14(o) No exceptions.
- Section 2.14(p) No exceptions.
- Section 2.14(q) No exceptions.
- Section 2.14 (r) No exceptions
- 

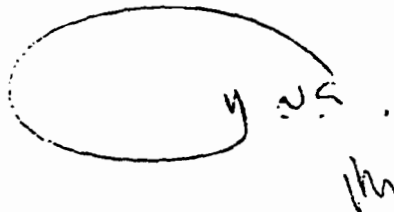
Section 2.14(n)Balance of loans as of June 30, 2000 for Employees

<u>Name</u>	<u>Balance</u>
Sanchez Rodriguez Sergio	40,000
Cantu Perez Rogelio	55,250
Castro Melendez Jose Gpe.	8,250
Cruz Padron Angel Armando	850
De La Garza Cisneros Gina Marlene	5,000
Obregon Moron Gerardina Gpe.	7,550
Dominguez Garcia Enrique Hans	350
Garcia Perez Valeriano	17,299
Escoto Gomez Maria Lourdes	19,000
Vargas Martinez Francisco	8,000
Martinez Miron Agustin	-
Bocanegra Sanchez Miguel Angel	2,000
Flores Barcenaz Candelario	85,000
Heredia Lara Hernan	56,414
Lujan Villarreal Ma. De L Angel	19,000
Alvarado Ramirez Enrique A.	8,300
Rodriguez Padilla Ruben A.	128,800
Gonzalez Peña Lorena	9,375
Nava Tovar Martha Teresita	4,242
Torres Garcia Jose Luis	7,800
Hernandez Herrera Brenda Elizabeth	12,485
Cardenas Cepeda Rene	3,400
Martinez Treviño Alejandro	31,500
Flores Botello Gabriela	625
Monterubio Verde Victor Manuel	2,000
Grimaldo Villafuerte Jose Alfonso	10,000
Medina Rodriguez Oscar	822
Hernandez Martinez Juan David	6,000
Leal Gonzalez Jaime Eduardo	92,500
Garza Avila Miguel Angel	3,750
Mena Becerra Gerardo Salvador	5,000
Leal Gonzalez Jose Luis Socorro	11,250
Gonzalez Casas Eduardo Fabian	11,000
Espinoza Rodriguez Pablo Javier	16,000
Sandoval Lugo Martin Marco	8,746
Perez Cervantes Teodoro	3,300
Silva Bazaldua Juan Ricardo	3,750
Vazquez Falcon Gerardo	35,000
Zapata Wershitz Ruben	13,000
Zetabello Cantu Francisco	3,400
Gutierrez Buendia Sandra Monica	3,750
Armenta Valenzuela Beatriz	5,000
Santos Cabrera Pedro	13,050
Villegas Prado Hector M.	1,300
Lopez Salazar Jesus	2,000
Zapata Muniz Enrique	3,000

Villegas Prado Alberto	2,600
Hernandez Gonzalez Humberto	3,900
Muniz Lopez Dionisio	1,375
Hernandez Gonzalez Ubaldo	5,186
Espinoza Lopez Manuel	2,000
Resendiz Castro Jose Juan	600
Regino Galvan Ruben	2,750
Gonzalez Herrera Ramon	3,800
Hernandez Gonzalez Ambrosio	3,042
Herrera Espinoza Jose Manuel	3,400
Molina Arredondo Francisco Javier	9,400
ZuZiga Garcia Arnulfo	2,850
Torres Huerta Gerardo Osiel	7,800
Rodriguez Rodriguez Delfino	3,750
Regino Hernandez Rosemberg	1,550
Mata Martinez Jose Manuel	1,000
Robles Amaya Jose Martin	1,100
Borrego Juarez Roberto	2,720
Limon Rodriguez Jose Luis	4,850
Ibarra Muniz Roberto	3,105
Jimenez Treviño Roberto	3,600
Rodriguez Mata Benito	3,695
Rodriguez Hernandez Alonso	2,300
Gutierrez Trevino Ignacio	3,420
Huerta Pecina Fidencio	1,200
Espinoza Martinez Jose Rodrigo	9,000
Rivas Urbina Jose Alfredo	4,400
Garcia Lopez Jesus Ramiro	2,720
Espinoza Herrera Arnulfo	2,470
Martinez Flores Clemente	3,500
Garza Serna Elpidio	4,580
Guajardo Alejandro Reynol	27,800
Espinoza Martinez Jesus Manuel	3,070
Treviño Garcia Olegario	6,300
Rodriguez Cardenas Luis Gerardo	8,550
Flores Perez Rodolfo	7,200
Hernandez Calderon Arturo	3,899
Tobias Muñoz Dario	1,700
Garcia Martinez Adolfo	4,000
Rodriguez Ramos Esteban	750
Hernandez Villa Bonifacio	7,000
Hernandez Gutierrez Jose Rito	200
Ramirez Hernandez Pablo	6,250
Sauceda Espinoza Jesus Manuel	5,850
Piña Cazares Hector	2,100
Gutierrez Villarreal Guillermo	6,000
Galvan Martinez Genaro	1,000
Lugo Hernandez Lino	5,608
Martinez Nuñez Hector Manuel	8,875
Carmona Hernandez Luis Felipe	7,800
Esquivel Suarez Manuel	6,400



Villarreal Ortiz Juan Gabriel	4,550
Candelaria Coronado Martin Ismael	7,800
Silva Bueno Roberto	5,850
Galvan Rodriguez Fernando Fco.	3,000
Cisneros Espinoza Juan Mario	11,250
Carmona Hernandez Jorge	5,000
Torres Gamez Jaime Ramiro	4,050
Suarez Avarado Marcelino	3,530
Garza Avila Arturo	6,000
Mendoza Ruiz Sandra Nohemi	3,900
Mata Rodriguez Sabino	100
Hernandez Mata Anastacio	2,700
Hernandez Gutierrez Vicente	4,965
DeLeon Diaz Everardo	3,600
Cisneros Espinoza Patricio Alfonso	2,000
Carmona Hernandez Octavio Cesar	200
Galvan Rodriguez Jose Alberto	2,000
Huerta Pecina Jesus	400
Huerta Pecina Jaime	2,100
Piña Cazares Gerardo	3,150
Martinez Campos Jaime	1,600
Macareno Barajas Gregorio	5,960
Carrillo Cabrera Saul	1,200
Zuñiga Garcia Ismael	1,200
Garcia Pecina Raul Sergio	2,000
Segovia Olvera Norma Edith	2,200
Carmona Hernandez Enrique	2,900
Ramirez Beltran Dante Alejandro	2,875
Luna Mendoza Sergio	5,250
Reyes Galvan Jose Francisco	5,000
Huerta Martinez Catarino	4,200
Borrego Beltran Juan	2,710
Borrego Juarez Alejandro	3,300
Rodriguez Serna Jose Rolando	3,400
Trujillo Huerta Vicente	1,150
Marin Lara Fernando	2,100
Sanchez Camacho Gerardo Francisco	700
Zavala Torres Aurelio	1,600
	359,805



 y n.s.

 mh

Section 2.15
No Adverse Change

No exceptions.

W. S. - jh

Section 2.16
Real Property

1. With respect to the landfill at Mina, Hector Vargas Garza purports to be the current beneficial owner of the land which is adjacent to said landfill and which is used to access the landfill. The Company has been accessing the landfill via his land, but he has not granted a written right of way for this use.
2. No exceptions other than number 1 above.

There follows a list of real property per Section 2.16(a).

Section 2.16 (b) See attached list in 2.19(f)

Section 2.16 (c) No exceptions

A handwritten signature, possibly "H. V. G.", is written inside a hand-drawn oval. To the right of the oval are the initials "JH".

Section 2.16(a)**REAL PROPERTY OWNED BY THE COMPANY**

ADDRESS	DESCRIPTION	ACQUISITION DATE	CERTIFICATE OF TITLE
Kilometer 14.786 Carretera Federal Tijuana-Ensenada, Delegación San Antonio de los Buenos, Tijuana, Baja California	Transfer Plant / Total surface of 10-00-00.00 Hectares	December 27, 1994	Public Deed 2,643 granted before Gabriel Moreno Lozano, Notary Number 7 for Tijuana, Baja California, and recorded in the Public Registry of Property of Tijuana, Baja California, under number 5101589, Civil Section, on March 10, 1997
Rancho San Bernabe, Mina Nuevo Leon Municipality	Hazardous Waste Landfill & Treatment Plant / Total surface of 1283-90-21 hectares	July 8, 1987	Public Deed 683 granted before Enrique Kuri Gallardo, Notary Number 84 for Monterrey, Nuevo Leon, and recorded in the Public Registry of Property of Monterrey, Nuevo Leon, under number 1, Volume 23, Book 1, Mina Unit, as of February 11, 1989

Also see list of leased property at Section 2.19(f).



Section 2.17
Personal Property

No exceptions, other than as set forth in Section 2.19(f).


Section 2.18
Employment

- (a) The Company has a number of persons hired under a Professional Fee Service agreement. Under Federal Labor Law such persons can eventually be considered as Employees, which could generate a potential liability for The Company to such employees and to Public Institutions since they are not registered and covered by Social Security, Housing & Retirement Funds that are mandatory to be granted by all employers.
- (b) See list attached.
- (c) See attached Section 2.18(c).
- (d) No exceptions other than those set forth in Section 2.18(a) and a marketing contract signed by the Company with Ingenieria de Procesos Ambientales, S.A. de C.V. on January 02, 2000.
- (e) No exceptions.
- (f) No exceptions other than those set forth in 2.18(a).
- (g) No exceptions other than those derived from Law as Retirement and Housing Funds.
- (h) No exceptions other than those set forth under Section 2.18(a).
- (i) No exceptions.

Section 2.18(b)
List of Employees

	<u>Monthly Salary</u>	<u>R.F.C.</u>	<u>Date of Hire</u>
<u>PRESIDENCIA</u>			
De La Garza Martinez Monica	12,500.10	GAMM741110	97/07/10
<u>DIRECCION GENERAL</u>			
Vargas Aguirre Hector	133,500.00	VAAH570909	95/01/01
Leal Gonzalez Irasema	9,300.00	LEG1751020	96/12/18
<u>FINANZAS</u>			
Sanchez Franco Alejandro Martin	33,040.20	SAFA630704R40	99/06/10
Cuervo Perez Alberto	23,600.10	CUPA66043032A	96/11/27
Salinas Zamarripa Israel Adrian	11,190.00	SAZI730717	95/07/31
Maldonado Santoyo Gerardo	13,000.20	MASG721014	99/12/16
Martinez Macias Nancy	16,520.10	MAMN710903	94/03/04
Calvo Valdez Luis Carlos	10,620.00	CAVL730530	98/11/23
Salazar Gonzalez Jose Juan	7,080.00	SAGJ770222	97/08/22
Villarreal Guerra Jorge Eduardo	23,370.00	VIGJ680314FWA	96/08/05
PeZa Garza Ricardo	8,850.00	PEGR751231	99/04/26
Martinez Estrada Mario Alberto	6,960.00	MAEM770215	99/09/01
Olvera Sosa Carlos Eduardo	15,570.00	OESC7309142A2	97/10/27
Herrera Rivera Alfredo	15,570.00	HERA700112E70	98/11/17
Flores Barcenas Candelario	33,980.10	FOBC740202	97/10/01
Martinez Coronado Oswaldo Ramiro	10,620.00	MACO711222820	98/12/01
Espinosa Gutierrez Gabriela	7,080.00	EIGG710310	99/04/16
Guzman Magaña Maria Liyia	10,915.20	GUML740419	99/04/16
Villarreal Villarreal Raul Alfonso	16,500.00	VIVR451123	99/05/17
Vasquez Alvarado Victor Ramon	10,620.00	VAAV720714FV4	99/05/17
Gonzalez Maldonado Raul Jaime	21,240.00	GOMR700225QU9	99/08/16
Gonzalez PeZa Oliver	5,900.10	GOPO781028	00/06/01
De La Garza Cisneros Gina Marlene	7,080.00	GACG760729	96/11/04
Lopez De La Rosa Gerardo	23,600.10	LORG650613	92/12/01
Gonzalez Romero Lorena	5,480.10	GORL781124	97/04/24
De Leon Hernandez Daniel	12,210.00	LEHD740430	94/03/01
Parra Sanchez Aldo	10,000.20	PASA751223	99/06/21
Silva Arreola Adrian	8,000.10	SIAA700708Q60	99/09/22
Mendoza Hernandez Concepcion	8,500.20	MEHC630930	00/06/01
Suarez Ortiz Gallardo Jose Carlos	15,000.00	SUOJ660115QKA	00/02/21
<u>PLAN & DESARROLLO DE NEGOCIOS</u>			
Cuellar Lopez Juan Antonio	115,500.00	CILJ540406527	96/10/01
Gonzalez Rodriguez Maria Elena	7,000.20	GORE751115	99/01/04

Huerta Martinez Catarino	1,875.65	HUMC610430	24/11/99
Mata Martinez Maria Isabel	424.90	MAMI790912	13/03/00
Regino Galvan Ricardo	424.90	REGR830202	08/03/00
Borrego Beltran Juan	1,235.15	BOBJ440125	12/11/98
Borrego Juarez Alejandro	424.90	BOJA780424	08/03/00
Lugo Martinez Pedro Damian	594.65	LUMP790221	27/03/00
Juanes Martinez Venancio	1,235.15	JUMV680518	27/03/00
Lazcano Perez Martha Elena	1,029.00	LAPM681001	07/06/00
Rodriguez Serna Jose Rolando	844.20	ROSR751002	07/06/00
Martinez Flores Blanca Idalia	424.90	MAFB670521EZ	12/06/00
Resendez Uribe Roman	424.90	REUR670924	28/07/99
Espinoza Lopez Juan Jose	424.90	EILJ590308	31/12/99
Trujillo Huerta Vicente	641.62	TUHV671120	27/07/94
Marin Lara Fernando	641.62	MALF580329	06/08/94
Sanchez Camacho Gerardo Francisco	641.62	SACG631030	06/05/94
Mendoza Mora Anselmo	700.00	SILAO	15/12/98
Rivera Corona Isidro Amadeo	700.00	SILAO	14/06/99
Trejo Pinto Jorge Luis	700.00	SILAO	01/09/99
Chacon Diaz Jorge	700.00	CIMARI	01/09/99
Estrada Agripino Roberto	700.00	CIMARI	01/09/99
Zavala Torres Aurelio	624.19	CIMARI	01/09/99
Razo Lozano Martin	700.00	CIMARI	08/09/99



TRAFICO

Contreras Cavazos Alfredo	37,760.10	COCA6107249T8	97/01/01
Garcia Perez Valeriano	14,750.10	GAPV600906	97/03/01
Nava Tovar Martha Teresita	6,250.20	NATM631003IB2	98/01/16
Lara Lazcano Julio Cesar	12,860.10	LALJ590501	98/01/16
Salazar Caldera Trinidad Veronica	7,935.00	SACV690912	95/02/13
Alvarez Salas Lilia Gabriela	4,650.00	AASL780801	98/11/16
Rodriguez Silveira Elsy Maria	6,500.10	ROSE731028PC3	99/09/16

DIRECCION COMERCIAL

Sanchez Rodriguez Sergio	64,100.10	SARS540815	92/09/01
Cantu Plata Nancy	10,600.20	CAPN700916	93/08/19

GERENCIA COMERCIAL Z. NORTE

Dominguez Garcia Enrique Hans	7,080.00	DOGE731004	96/03/27
Lujan Villarreal Ma. De L. Angel	27,360.00	LUVA680421	93/10/03
Ramirez Lara Victor Hugo	13,350.00	RALV571011	94/07/01
Torres Garcia Jose Luis	24,700.20	TOGL580318	98/02/01
Villarreal Saucedo Maria Guadalupe	7,080.00	VISG761227	98/08/17
Heredia Lara Hernan	47,600.10	HELH520916TP2	91/11/01
Lopez Dino Hector Rene	13,100.10	LODH680519	94/06/23
Corona Ferral Alfonso	14,750.10	COFA721130	99/10/04
Espino Muñoz Daniel	33,000.00	EIMD6004058WA	00/04/03
Ruiz Martinez Martin	12,250.20	RUMM661111OU1	00/04/16

GERENCIA COMERCIAL Z. SUR

Cruz Padron Angel Armando	17,700.00	CUPA690913	96/11/04
Escoto Gomez Maria Lourdes	15,950.10	EOGL640205	93/06/01
Ruiz Trejo Antonio	6,380.10	RUTA620919	93/06/01
Garcia Pinedo Jose Antonio	21,800.10	GAPA451216	93/08/23
Prieto Olguin Victor Hugo	38,760.00	PIOV600701	98/01/16
Castilleja Zapien Alejandra	4,000.20	CAZA760727HP1	00/02/14
DeLa Madrid Noguera Diana Leticia	8,000.10	MAND750519	00/04/10
Garcia Fernandez Juan Alejandro	9,250.20	GAFJ710815EW0	00/05/16
Velazquez Garcia Alejandro	8,000.10	VEGA620811HB7	00/05/24

GERENCIA COMERCIAL Z. CENTRO

Reyes Cantu Victor Hugo	8,400.00	RECV581222AL8	97/08/18
Monterubio Verde Victor Manuel	11,000.10	MOVV710427	98/07/20
Torres Hernandez Fermin Mauricio	20,420.10	TOHF560922	96/01/01
Torres Carranza Rosa Maria	4,950.00	TOCR690101	96/01/15
Guerrero Martinez Galo Marcel	28,000.20	GUMG721220118	96/02/26
Solano Ramirez Jose	3,100.20	SORJ601029	96/03/01
Rodriguez Luna Javier Ernesto	16,140.00	ROLJ630701NO	96/09/16
De La Lama Cisneros Ivette	15,080.10	LACI710204ME4	95/05/01
Altube Chavez Tomas	6,380.40	AUCT710712EM9	99/08/23

Sandoval Lugo Martin Marco	9,120.00	SALM680425	99/08/25
Velazquez Cardiel Juan Carlos	7,070.10	VECJ740515	99/10/01
Herrera Duran Juan Manuel	7,980.00	HEDJ560930	99/10/01
Oñate Avila Miguel Angel	6,100.20	OAAAM760920	00/03/13

GERENCIA COMERCIAL Z. CENTRO

Rangel Garcia Alberto Honorato	13,500.00	RAGA690322	00/03/13
Chavez Luna Omar Adrian	6,500.10	CALQ760302	00/04/05

COMERCIAL CD. JUAREZ

Delgado Garcia Silvia Rocio	13,800.00	DEGS730930	98/03/25
Alderete Carrasco Gregorio	6,500.10	AECG680509	98/08/01
Palomares Alonso Javier	5,500.20	PAAJ710905	98/11/23
Diaz Herrera Myrna Daniela	4,640.10	DIHM770105	99/09/01
Terriquez Ramos Adriana	4,640.10	TERA760313	99/09/01
Uribe Franco Juan Diego	6,960.00	UIFJ620624A75	99/09/08

DIRECCION PROYECTOS

Espinosa Guiterrez Luis Martin	66,500.10	EIGL600830	98/01/27
Aldape Maldonado Rebeca	6,400.20	AAMR730504G11	98/04/28
Torres Peña Esteban Adrian	26,550.00	TOPA730805	99/03/25

PROYECTOS ESPECIALES

Coronel Cordero Mario Alberto	20,000.10	COCM660708	98/07/02
Gonzalez Alvarez Jose Juan	28,000.20	GOAJ711112	96/02/19
Cantu Flores Roberto	44,850.00	CAFR630208NA3	99/04/01

PROYECTOS Z. CENTRO

Zuñiga Guevara Sergio Armando	9,730.20	ZUGS730901	97/08/08
Perez Cervantes Teodoro	5,290.20	PECT751130	99/09/01

PROYECTOS Z. SURESTE

Santos Cabrera Pedro	12,250.20	SACP570628	95/04/01
Campos Lopez Jose German	7,100.10	CALG740901	99/09/16

COMERCIAL ZONA PACIFICO

Marin Orduño Maria Dolores	4,720.20	MAOD760121	98/12/07
Vazquez Falcon Gerardo	27,900.00	VAFG651110	91/10/28
Trujillo Garcia Yanira Ivonne	6,110.10	TUGY751122	98/10/06
Gutierrez Mejia Rogelio	5,070.00	GUMR710426	98/07/01
Boisson Pichardo Guillermo	11,750.10	BOPG710826	98/09/07
Garcia Lugo Jorge Luis	14,000.10	GALJ690118	98/07/01
Segovia Bravo Salvador	12,240.00	SEBS700910	98/11/26
Zapata Wershitz Ruben	14,630.10	ZAWR690914	97/01/21
Carvantes Leon Leopoldo	34,500.00	CALL591012	96/10/01
Zetabello Cantu Francisco	6,640.20	ZECF680726R62	96/05/06

Lara Carmona Gilberto	12,000.00	LACG640208	96/02/06
Morales Niño Porfirio	7,730.10	MONP610915	93/04/05

COMERCIAL ZONA PACIFICO

Diaz Beatriz	19,450.20	DIBE690912	99/02/10
Barranco Mora Jaime	18,720.00	BAMJ701014	94/06/04
Villa Bejarano Jesus Antonio	17,170.20	VIBJ580613	94/09/16
Barajas Torres Jesus Armando	22,420.20	BATJ670208	96/01/01
Garcia Solis Perla Esmeralda	4,600.20	GASP760502	99/03/16
Gutierrez Buendia Sandra Monica	5,900.10	GUBS670101	99/04/01
Guerra Abarca Juan Gabriel	6,110.10	GUAJ750904	99/05/31
Armenta Valenzuela Beatriz	6,550.20	AEVB760911	99/12/01
Mendez Coronado Martha Esmeralda	7,500.00	MECM760618	00/03/27

DIRECCION OPERACIONES

Galvan Leal Rogelio Gerardo	2,6500.20	GALR710404	93/10/27
Treviño Rodriguez Dagoberto	68,000.10	TERD481214	98/01/16
Flores Botello Gabriela	7,260.00	FOBG760703	98/04/28

GERENCIA OPERACIONES Z. SURESTE

Torres Cerda Jose Luis	42,560.10	TOCL620227KU2	96/01/01
Romero Garibay Hector Armando	29,500.20	ROGH450721	99/09/01
Arteaga Tellez Fernando	16,520.10	AETF530908	99/09/13
Fiscal Ramirez Rufino	12,180.00	FIRR560719	99/09/16
Villaseca Martinez Roberto	9,280.20	VIMR540607	99/09/23
Mendoza Hernandez Moises	9,280.20	MEHM590516	99/09/23
Hernandez Lopez Silviano	9,120.00	HELS610710	00/02/16

GERENCIA GENERAL/MINA

Escamilla Zamora Norma Alicia	5,020.20	EAZN741125	96/03/03
Leal Gonzalez Jaime Eduardo	50,150.10	LEGJ6102124KO	98/10/16

GERENCIA OPERACIONES/MINA

Cardenas Cepeda Rene	10,480.20	CACR690203	95/01/17
Soto Mendoza Luis	12,580.20	SOML6904123B8	98/04/01
Soria Soto Francisco	16,880.10	SOSF711007	94/07/05
Espinoza Rodriguez Pablo Javier	8,590.20	EIRP610701	99/06/09
Rodriguez Gonzalez Roger Fernan	12,400.20	ROGR741117	99/06/22
Carrillo Silva Salvador	10,000.20	CASS761120	99/09/01
Silva Bazaldua Juan Ricardo	27,600.00	SIBJ710905	94/04/11

GERENCIA CONSTRUCCION/MINA

Villanueva Sanchez Pedro	23,830.20	VISP51021545	94/07/22
Gonzalez Casas Eduardo Fabian	11,800.20	GOCE710111	99/04/22

GERENCIA ADMINISTRATIVA/MINA

Ortiz Villarreal Gustavo	13,730.10	OIVG651111	92/12/30
De La Garza Villarreal Fabiola MA	6,840.00	GAVF750313	98/02/04
Medina Rodriguez Oscar	11,680.20	MERO5809107N7	96/02/01
Cruz Gutierrez Guillermo	9,670.20	CUGG600529	96/10/01
Leal Gonzalez Jose Luis Socorro	9,660.00	LEGL480818	99/04/14
Guzman Paiz Luis	24,250.20	GUPL580414	99/06/01

GERENCIA TECNICA/MINA

Valenzuela Lopez Armando Javier	14,270.10	VALA671203	96/12/16
Garcia Gonzalez Raul	14,820.00	GAGR701208	97/07/01
Perez Cruz Feliciano	5,110.20	PECF790609	97/08/26
Bocanegra Sanchez Miguel Angel	5,110.20	BOSM790131	97/08/26
Hernandez Martinez Juan David	7,000.20	HEMJ710901	96/03/18
Carrillo Leija Hector Rodrigo	15,080.10	CALH680613B26	99/05/01
Cantu Sanchez Marco Antonio	13,000.20	CASM6904155B7	99/05/01
Rivera Castro Juan Carlos	23,500.20	RIVJ6510083J7	00/02/01
Lopez Alvarado Jose Luis	12,800.10	LOAL680820PY4	00/04/10
Ponce Celayo Marco Antonio	5,500.20	POCM790425	00/05/29
Salas Ramos Raul Angel	10,230.00	SARR571101	90/03/23

GERENCIA AMBIENTAL/MINA

Escobar Gonzalez Jose De Jesus	23,600.10	EOGJ690423	99/03/16
Sanchez Gallegos Ignacio	13,000.20	SAGI710302MZ1	99/08/02
Valdez Quiroz Oscar Luis	14,000.10	VAQO730421HNL	00/03/16
Aguilar Gueta Juan De Dios	9,000.00	AUGHJ720917JA	00/03/16
Estrada Platas Edmundo Isaac	14,000.10	EAPE660309H43	00/04/05

GERENCIA MANTENIMIENTO/MINA

Mena Becerra Gerardo Salvador	15,100.20	MEBG590928	96/08/26
Vargas Garza David	31,300.20	VAGD270914	87/06/01
Resendez Estrada Emilio	26,430.00	REEE530808	99/03/16

GERENCIA OPERACIONES Z. NORTE

Castro Melendez Jose Gpe.	7,980.00	CAMJ521124	96/10/16
Alvarado Ramirez Enrique A.	34,350.00	AARE4909091G4	93/10/11
Martinez Treviño Alejandro	11,800.20	MATA630923G23	95/02/16
Climaco Gomez Jorge Manuel	14,360.10	CIGJ600806	95/11/16

GERENCIA SERVICIOS TECNICOS

Martinez Miron Agustin	5,550.00	MAMX500505	93/07/01
Pizano Dominguez Jose Antonio	30,100.20	PIDA620520	88/02/29
Meza Luevanos Jose Martin	11,800.20	MELM601111	95/01/01

GERENCIA SERVICIOS TECNICOS

Zacapa Morales Magarito	5,450.10	ZAMM611017	94/09/05
Garza Avila Miguel Angel	13,510.20	GAAM630416	93/06/01
Polanco Solis Rodolfo	5,450.10	POSR660914	94/10/09

DIRECCION AMBIENTAL

Vargas Martinez Francisco	24,200.10	VAMF640327	93/06/15
Hernandez Herrera Brenda Elizabeth	6,900.00	HEHB790927	98/03/01
Araoz Patiño Miguel Angel	26,900.10	AAPM580930	89/09/09
Ugarte Bazan Maria De Lourdes	29,500.20	UABL600229967	99/07/16
Rojas Peña Salomon	61,000.20	ROPS590321CWS	94/04/01
Barojas Barbosa Maria Soledad	16,520.10	BABS731001	97/10/01

GERENCIA AMBIENTAL Z. SUR

Rodriguez Rodriguez Ma. Teresa	18,000.00	RORT560112QR8	96/10/16
Orozco Vargas Salvador	36,000.00	OOVS561108	99/02/10

DIRECCION RELACIONES PUBLICAS

Garcia Villasana Viridiana Macela	11,400.00	GAVV72021	97/05/26
Rodriguez Padilla Ruben A.	24,000.00	ROPR511216	93/12/01

DIRECCION RECURSOS HUMANOS

Cantu Perez Rogelio	53,800.20	CAPR530408N33	94/05/09
Obregon Moron Gerardina Gpe.	7,370.10	OEMG630414	92/05/28
Gonzalez Peña Lorena	9,400.20	GOPL730321	93/12/01
Grimaldo Villafuerte Jose Alfonso	11,560.20	GIVA641206	98/08/16
Guerra Jaramillo Raul Hernan	25,000.20	GUJR600505N95	00/03/27
Rodriguez Silveira Silvia Eliz	7,900.20	ROSS700912	98/01/01



Labor Workers

<u>Name</u>	<u>Weekly Salary</u>	<u>R.F.C.</u>	<u>Date of Hire</u>
Herrera Valenzuela Jose	1,235.15	HEVJ421029	12/02/84
Padilla Martinez Roberto	844.20	PAMR600707	13/10/83
Villegas Prado Hector M.	1,786.05	VIPH710430	05/06/89
Villegas Prado Alfredo	1,532.23	VIPA711014	05/06/89
Villegas Prado Julio	2,240.00	VIPJ680702	05/06/89
Lopez Salazar Jesus	844.20	LOSJ680824	05/06/89
Zapata Muniz Enrique	424.90	ZAME440715	05/06/89
Muniz Torres Antonio	381.15	MUTA220907	05/06/89
Villegas Prado Arturo	1,786.05	VIPA680602	13/09/89
Villegas Prado Alberto	1,532.30	VIPA720930	10/01/90
Mendez Padron Eusebio	1,786.05	MEPE550305	02/05/90
Hernandez Gonzalez Humberto	1,029.00	HEGH550320	28/08/91
Villarreal Ortiz Sabino	1,786.05	VIOS710202	07/11/91
Muniz Lopez Dionisio	621.60	MULD721224	04/10/91
Hernandez Gonzalez Ubaldo	844.06	HEGU580925	14/11/91
Espinoza Lopez Manuel	594.65	EILM500615	20/01/92
Resendiz Castro Jose Juan	1,786.05	RECJ720520	17/02/92
Regino Galvan Ruben	1,029.00	REGR730829	02/03/92
Gonzalez Herrera Ramon	1,532.93	GOHR550828	03/03/92
Hernandez Gonzalez Ambrosio	734.93	HEGA571207	07/04/92
Herrera Espinoza Jose Manuel	844.20	HEEM750217	13/05/92
Molina Arredondo Francisco Javier	1,532.30	MOAF730710	13/05/92
Zuñiga Garcia Arnulfo	1,029.00	ZUGA740628	20/05/92
Torres Huerta Gerardo Osiel	1,029.00	TOHG680527	21/05/92
Jimenez Torres Anselmo	927.85	JITA460726	23/05/92
Rodriguez Rodriguez Delfino	844.20	RORD531224	01/06/92
Galvan Rosas Pedro	424.90	GARP410629	25/06/92
Regino Hernandez Rosemberg	594.65	REHR390623	13/07/92
Mata Martinez Jose Manuel	844.20	MAMM760108	22/07/92
Robles Amaya Jose Martin	844.20	ROAM691129	16/06/94
Espinoza Herrera Adrian	844.06	EIHA750120	28/08/92
Borrego Juarez Roberto	1,029.00	BOJR730107	29/10/92
Limon Rodriguez Jose Luis	844.20	LIRL670314	27/10/92
Ibarra Muniz Roberto	1,531.95	IAMR710501	09/11/92
Jimenez TreviZo Roberto	844.20	JITR741209	02/12/92
Rodriguez Mata Benito	1,235.15	ROMB540321	17/01/93
Rodriguez Hernandez Alonso	844.06	ROHA750207	13/01/93
Padilla Molina Juana Alicia	1,029.00	PAMJ640623	13/01/93
Covarrubias Lavat Alberto	2,997.05	COLA490807	09/01/91
Gutierrez Trevino Ignacio	1,786.05	GUTI591202	24/02/93
Huerta Pecina Fidencio	844.20	HUPF710909	10/03/93

Espinoza Martinez Jose Rodrigo	844.20	EIMR680313	14/04/93
Galvan Rodriguez Lucas	594.65	GARL661024	25/05/93
Serrato Gonzalez Pablo Adalberto	886.20	SEGA751220	25/05/93
Villegas Marquez Hector	1,532.30	VIMH461205	23/06/93
Del Bosque Gutierrez Mayra Rocio	1,085.00	BOGR690429	23/06/93
Rivas Urbina Jose Alfredo	1,786.05	RJUA740303	08/09/93
Garcia Lopez Jesus Ramiro	844.20	GALJ480708	13/09/93
Mendez Ibarra Roberto	2,240.00	MEIR651102	20/09/93
Leyva Escamilla Nora Lucila	1,029.00	LEEN690220	27/09/93
Espinoza Herrera Arnulfo	844.06	EIHA791124	05/10/93
Martinez Flores Clemente	734.93	MAFC521123	19/10/93
Garza Serna Elpidio	735.00	GASE530111	19/10/93
Mata Martinez Antonio	594.65	MAMA470303	02/11/93
Herrera Varela Adrian	844.06	HEVA740526	09/11/93
Garcia De La Garza Juana V	1,029.00	GAGJ601227	18/01/94
Sauceda Garcia Leonardo	844.20	SAGL721206	24/01/94
Del Bosque Gutierrez Mirza Yesenia	1,085.00	BOAM751209	02/06/98
Guajardo Alejandro Reynol	1,802.85	GUAR580115	18/07/83
Espinoza Martinez Jesus Manuel	844.20	EIMJ650617	13/04/94
Olvera Bautista Oswaldo Gpe.	2,061.85	OEBO590311	04/05/94
TreviZo Garcia Olegario	844.06	TEGO660916	25/04/94
Rodriguez Cardenas Luis Gerardo	1,532.30	ROCL620928	29/04/94
Quijano Eguia Miguel Angel	1,786.05	QUEM630129	28/04/94
Flores Perez Rodolfo	1,235.15	FOPR680421	09/05/94
Hernandez Calderon Arturo	1,532.30	HECA450320	16/05/94
Tobias MuZiz Dario	844.20	TOMD471219	27/05/94
Garcia Martinez Adolfo	1,532.30	GAMA670511	13/06/94
Rodriguez Ramos Esteban	1,532.30	RORE690807	16/06/94
Huerta Rodriguez Felix	1,786.05	HURF760623	21/06/94
Hernandez Villa Bonifacio	844.20	HEVB490514	20/06/94
Hernandez Gutierrez Jose Rito	1,532.30	HEGR760522	22/06/94
Ramirez Hernandez Pablo	1,532.30	RAHP530530	06/07/94
Sauceda Espinoza Jesus Manuel	1,029.00	SAEJ731102	04/07/94
PiZa Cazares Hector	844.06	PICH760201	20/07/94
Gutierrez Villarreal Guillermo	1,532.30	GUVG520305	21/07/94
Gonzalez Zamora Luis Manuel	1,875.65	GOZL611108	12/10/94
Galvan Martinez Genaro	844.20	GAMG760920	24/10/94
Lugo Hernandez Lino	1,786.05	LUHL590923	23/01/95
Martinez NuZez Hector Manuel	2,061.71	MANH740602	24/04/95
Hernandez Hernandez Francisco Jose	844.20	HEHF700215	09/05/95
Carmona Hernandez Luis Felipe	1,531.95	CAHL700912	04/05/95
TreviZo Fuentes Jesus Enrique	927.85	TEFJ650114	15/05/95
Gutierrez TreviZo Amador	594.65	GUTA631013	17/05/95
Gutierrez TreviZo Guadalupe	594.65	GUTG650411	17/05/95
Esquivel Suarez Manuel	1,876.35	EUSM590225	18/09/95

Villarreal Ortiz Juan Gabriel	1,235.15	VIOJ720916	02/10/95
Candelaria Coronado Martin Ismael	1,876.35	CACM630702	09/10/95
Silva Bueno Roberto	844.20	SUBR690329	29/01/96
Galvan Rodriguez Fernando Fco.	1,029.00	GARF750417	22/03/96
Alvarez Monreal Juan Jose	1,532.23	AAMJ640805	26/04/96
Cisneros Espinoza Juan Mario	1,029.00	CIEJ711021	26/08/96
Carmona Hernandez Jorge	844.20	CAHJ760624	21/10/96
Torres Gamez Jaime Ramiro	886.20	TOGJ770917	31/10/96
Suarez Alvarado Marcelino	1,532.23	SUAM750703	22/01/97
Garza Avila Arturo	1,532.30	GAAA680102	29/01/97
Rodriguez Lopez Ulises Rene	835.45	ROLU750918	14/04/97
ZuZiga Vazquez Miguel Angel	1,235.08	ZUVM780209	07/05/97
Mendoza Ruiz Sandra Nohemi	1,029.00	MERS741114	09/06/97
Villarreal Espinoza Maria Cristina	1,029.00	VIEC620618	01/07/97
Mata Rodriguez Sabino	844.06	MARS711130	04/08/97
Hernandez Mata Anastacio	734.93	HEMA650828	03/08/97
Hernandez Gutierrez Vicente	594.65	HEGV740719	25/09/97
De Leon Diaz Everardo	594.44	LEDE730928	30/09/97
Cisneros Espinoza Patricio Alfonso	844.20	CIEP671119	24/10/97
Carmona Hernandez Octavio Cesar	844.20	CAHO730201	10/11/97
Galvan Rodriguez Jose Alberto	844.06	GARA720304	12/11/97
Huerta Pecina Jesus	844.06	HUPJ750126	12/11/97
Rodriguez Mata Margarito	734.93	ROMM630606	12/11/97
Huerta Pecina Jaime	844.20	HUPJ791008	19/11/97
PiZa Cazares Gerardo	844.20	PICG770412	04/03/98
Gonzalez Arellano Edgar Alejandro	1,532.30	GOAE750113	24/03/98
Martinez Campos Jaime	844.20	MACJ681219	25/03/98
Galvan Guillen Everardo	424.90	GAGE790711	08/04/98
Garcia Pacheco Ramon	2,061.71	GAPR560925	15/04/98
Macareno Barajas Gregorio	1,876.35	MABG660220	15/04/98
Salas Parra Juana Esthela	1,375.85	SAPJ750124	11/06/98
Carrillo Cabrera Saul	594.65	CACS700503	10/06/98
ZuZiga Garcia Ismael	594.44	ZUGI761020	24/06/98
Coca Flores Eduardo	1,029.00	COFE750926	01/07/98
Garcia Pecina Raul Sergio	424.90	GAPR790121	11/02/98
Gutierrez Villarreal Everardo	844.20	GUVF710917	02/09/98
Jimenez TreviZo Anselmo	424.90	JITA800508	06/01/99
Segovia Olvera Norma Edith	1,029.00	SEON821121	27/01/99
Carmona Hernandez Enrique	1,029.00	CAHE690429	18/01/99
Ramirez Beltran Dante Alejandro	1,078.00	RABD630831	05/05/99
Luna Mendoza Sergio	1,876.35	LUMS730428A2	26/05/99
Alvarado Hernandez Claudia Janette	1,085.00	AAHC751011	07/06/99
Guajardo Garcia Tania Marlene	1,085.00	GUGT810423	23/08/99
Reyes Galvan Jose Francisco	844.20	REGF480148	01/09/99
Suarez Alvarado Ascencion	424.90	SUAA801011	11/10/99
Villarreal Ortiz Jorge Luis	844.20	VIOL670721	13/10/99

11. J.F. M

PERSONAL POR HONORARIOS

	Name	Salary	RFC	Date of Hire
1	Guajardo Varela Manuel Gustavo	14,500.00	GUVM-620503-D81	1-Abr-99
2	Rosales Aguilera Efrain	36,360.00	ROAE-381214-2F8	1-Jun-96
3	Malacara Toral Jose Antonio	5,841.00	MATA-690104-KY8	15-Jun-96
4	Ledezma Alejandro	13,920.00	LEMA	1-Oct-97
5	Cortez Zamarripa Julio Cesar	4,250.00	COZJ-750330-1FA	1-Oct-98
6	Cortez Zamarripa Ricardo Alonso	4,250.00	COZR-771019	16-Ago-99
7	Martinez Huerta Miguel Angel	10,000.00	MAHM-700129-767	12-Abr-99
8	Granados Guzman Roberto	4,250.00	GAGR-820227-162	1-Nov-99
9	Aguayo Guajardo Esteban	17,700.00	AUGE-540108-A21	27-Ago-98
10	Reyes Victor Hugo Cantu	51,600.00	RECV-581222-AL8	18-Ago-97
11	Rodriguez Vazquez Miguel	11,000.00	ROVM-6208-13-MTA	18-Feb-99
12	Bravo Perez M. Virgilio	26,250.00	BAPV-380621-CS8	1-Jun-95
13	De Jesus Cruz Everardo	12,500.00	JECE-620701-QQ8	26-May-99
14	Ramos Cepeda Jose Gerardo	3,750.00	RACG-790403-L45	30-Jun-99
15	Pazos Espinoza Juilo Cesar	8,260.00	PAEJ-740803-ER1	13-Sep-99
16	Peganos Culebro Miguel Angel	7,000.00	PECM-730403-CA8	3-Mar-00
17	Talamas Talamas Ernesto Javier	25,000.00	TATE-530913	6-Dic-99
18	De La Garza De Leon Alma Nydia	8,500.00	GALA-731229-MF6	16-Feb-00
19	Segura Guadiana Jorge Luis	5,500.00	SEGJ-630304-329	1-Mar-00
20	Garcia Salvador	16,000.00	GAMS-630912-3QA	18-May-00
21	Lopez Ruiz Fernando	7,000.00	LORF751010-8C5	25-Abr-00
22	Ortiz Carreon Samuel	8,500.00	OICS-721224-1MA	16-Dic-99
23	Rodriguez Padilla Ruben	10,830.00	ROPR-511216-RM4	01-Dic-93

CONTRATO DE TRABAJO

La Empresa: **Residuos Industriales Multiquim, S.A., de C.V.** representada por el Sr. **Héctor Vargas Aguirre**, a quien en lo sucesivo se le denominará el patrón, por una parte y por la otra el Sr. **Juan Antonio Cuellar López** a quien en adelante se denominará El Trabajador, hacemos constar que hemos convenido en celebrar el presente contrato individual de trabajo al tenor de las siguientes:

DECLARACIONES

PRIMERA: Declara el señor **Héctor Vargas Aguirre**, tener facultades para representar a **Residuos Industriales Multiquim, S.A., de C.V.**, y que su mandante es una sociedad mexicana, constituida conforme a las leyes vigentes del país, con domicilio en **Ave. Lázaro Cárdenas #2400 Pte. Edificio Losoles Despacho B21-A, Garza García, N.L.**

SEGUNDA: Declara el Sr. **Juan Antonio Cuellar López** de nacionalidad mexicana de **42 años** de edad, de estado civil **casado**, y con clave del Registro Federal de Contribuyentes **CULJ-540404** proporcionando como domicilio particular el ubicado, **Aztlán 119, Colinas de San Angel, Monterrey, N.L., 64290** obligándose a comunicar por escrito a el patrón en caso de cambio del mismo.

TERCERA: Declaran las partes, que es su voluntad aceptar como condiciones del presente contrato lo relacionado en las siguientes:

CLAUSULAS

PRIMERA: El trabajador se obliga a prestar al Patrón sus servicios personales consistentes en: **Director de Planeación y Desarrollo de Negocios** para los que manifiesta poseer la capacidad, conocimientos, aptitudes y experiencia suficientes para desempeñarlos.

SEGUNDA: El trabajador se obliga a ejecutar su trabajo en **Oficinas (Monterrey, N.L.)** y en cualquier lugar donde el Patrón desempeñe actividades, conviniendo en que para que opere el cambio de lugar de prestación de lo servicios mencionados medirá un acuerdo de ambas partes revisando aspectos laborales como Gastos de Traslado, Ayuda de Renta, Menaje de Casa y Transportación y otros inherentes, en la inteligencia de que, además, se obliga a prestar sus servicios en trabajos complementarios que le encomiende el patrón.

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TERCERA: El Patrón conforme con lo antes expuesto, acepta contratar los servicios personales del trabajador para el desempeño de las labores mencionadas.

CUARTA: Este contrato se celebra por un tiempo indeterminado sin embargo el Patrón se obliga a asegurar un periodo mínimo de permanencia de 84 meses contando a partir de la fecha de su celebración; en la inteligencia de existir despido injustificado, incumplimiento por parte del Patrón, terminación de la relación laboral por alguna causa imputable a éste, o si ocurriese un cambio o modificación en la estructura accionaria o administrativa de El Patrón que al solo juicio de El Trabajador impida a este último continuar prestando sus servicios, el Trabajador tendrá derecho a dar por terminado este contrato sin su responsabilidad, y el Patrón concederá y pagará a El Trabajador, independientemente de las indemnizaciones y pagos a los que legalmente tiene derecho, una "Gratificación Especial" equivalente a 42 meses de su sueldo diario integrado (Salario Mensual vigente a la fecha de terminación + Bono + Prestaciones Ejecutivas y Generales). Esta "Gratificación Especial" será entregada a El Trabajador el último día hábil de trabajo en Residuos Industriales Multiquim, S.A. de C.V., contra la entrega respectiva del puesto a quien el Patrón designe.

QUINTA: El Trabajador en virtud de su puesto participará del Plan de Bonos que el Patrón tiene establecido para el personal del área de Comercialización, sin que esto represente un compromiso laboral, ya que para hacerse acreedor a éste, es necesario cumplir con las metas trazadas, dicho plan es revisable anualmente, conforme a las expectativas de la Empresa.

SEXTA: La duración de la jornada de trabajo será de 8 1/2 horas diarias y comprenderá de lunes a viernes de las 8.30 A.M. horas a las 13:30 P.M. y de las 15:00 P.M. horas a las 18:30 P.M. horas.

No obstante lo anterior, el trabajador otorga su consentimiento a el patrón, para que éste pueda variar el horario de prestación de servicios cuando así lo estime pertinente para la mejor ejecución de los trabajos. El trabajador no está autorizado para laborar tiempo extraordinario, salvo que haya orden por escrito del Representante de el patrón, o en los casos previstos por el Art. 65 del Código Laboral Citado. El trabajador disfrutará de descanso los días Sábado y Domingo de cada semana.

SEPTIMA: En los casos en que se establezcan jornadas continuas, el trabajador dispondrá de media hora para reposar o tomar sus alimentos, fuera del área de trabajo y sin estar bajo la subordinación del patrón.

OCTAVA: El patrón se compromete a pagar al trabajador por la prestación de los servicios a que se refiere este contrato, un salario de \$ 60,000 (Sesenta Mil

Pesos) mensuales más cualesquier aumentos anuales correspondientes, dicho salario será revisado y aumentado mediante negociación, mismo que en ningún caso resultará en un salario inferior al establecido en esta Cláusula.


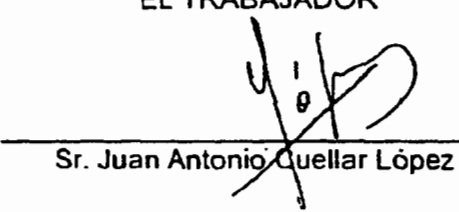
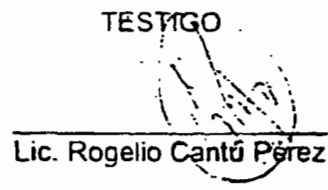

El pago se hará en moneda nacional, los días 15 y 30 de cada Mes, en las oficinas de el patrón.

NOVENA: Ambas partes convienen en que la Capacitación y Adiestramiento a que se refiere el Capítulo III bis de la Ley Federal del Trabajo se proporcionará conforme a los planes y programas que se elaboren y sean presentados y aprobados por la Secretaría del Trabajo y Previsión Social, siendo obligación del trabajador someterse a dichos planes y programas.

DECIMA: El trabajador está obligado a someterse a un reconocimiento médico para comprobar que no tiene incapacidad o que no padece enfermedad contagiosa o incurable, bien al tiempo de su ingreso o durante su trabajo al ser requerido por el patrón.

DECIMA PRIMERA: Para efectos de antigüedad, queda establecido que el trabajador Sr. Juan Antonio Cuellar López inicia a prestar sus servicios el día 01 del mes de Octubre del año de 1996.

Leído que fue el presente contrato por las partes e impuestas de su contenido, lo firman en la ciudad de San Pedro Garza García, N.L. el día 01 del mes Octubre de 1996 quedando un tanto del mismo en poder de cada una de las partes.

EL PATRON	EL TRABAJADOR
	
Lic. Héctor Vargas Aguirre	Sr. Juan Antonio Cuellar López
TESTIGO	
	
Lic. Rogelio Cantú Pérez	
	

CONTRATO

La Empresa: **Residuos Industriales Multiquím, S.A., de C.V.** representada por el Sr. **Héctor Vargas Aguirre**, a quien en lo sucesivo se le denominará El Patrón, por una parte y por la otra el Sr. **Roberto Salazar Villarreal** quien en adelante se denominará El Trabajador, hacemos constar que hemos convenido en celebrar el presente contrato individual de trabajo al tenor de las siguientes:

DECLARACIONES

PRIMERA: Declara el señor **Héctor Vargas Aguirre**, tener facultades para representar a **Residuos Industriales Multiquím, S.A., de C.V.**, y que su mandante es una sociedad mexicana, constituida conforme a las leyes vigentes del país, con domicilio en **Ave. Lázaro Cárdenas #2400 Pte. Edificio Losoles Despacho B21-A, Garza García, N.L.**

SEGUNDA: Declara el señor **Roberto Salazar Villarreal** de nacionalidad Mexicana de **32 Años** de edad, de estado civil **casado**, y con clave del Registro Federal de Contribuyentes **SAVR-680508-K65** proporcionando como domicilio particular **Calle del Halcón #2262, Colonia Cumbres 2° Sector C.P. 64610**, obligándose a comunicar por escrito a El Patrón en caso de cambio del mismo.

TERCERA: Declaran las partes, que es su voluntad aceptar como condiciones del presente contrato lo relacionado en las siguientes:

CLAUSULAS

PRIMERA: El Trabajador se obliga a prestar al Patrón sus servicios personales consistentes en: **DIRECTOR DE ADMINISTRACION Y FINANZAS** para los que manifiesta poseer la capacidad, conocimientos, aptitudes y experiencia suficientes para desempeñarlos.

SEGUNDA: El Trabajador se obliga a ejecutar su trabajo en **Las Oficinas Corporativas localizadas en el Domicilio Antes Mencionado** y en cualquier lugar donde El Patrón desempeñe actividades, conviniendo en que para que opere el cambio de lugar de prestación de los servicios mencionados medirá un acuerdo de ambas partes revisando aspectos laborales como: Gastos de traslado, ayuda de renta, menaje de casa y transportación y otros inherentes, en la inteligencia de que, además, se obliga a prestar sus servicios en trabajos complementarios que le encomiende El Patrón.

TERCERA: El Patrón conforme con lo antes expuesto, acepta contratar los servicios personales de El Trabajador para el desempeño de las labores mencionadas.

CUARTA: Este contrato se celebra por un tiempo Indeterminado, sin embargo, El Patrón se obliga a asegurar un periodo mínimo de permanencia de 24 Meses contados a partir de la fecha de su celebración; en la inteligencia de existir despido injustificado, incumplimiento por parte del Patrón, terminación de la relación laboral por alguna causa imputable a éste, el Trabajador tendrá derecho a dar por terminado éste Contrato sin su responsabilidad, y el Patrón concederá y pagará al Trabajador, independientemente de las indemnizaciones y pago a los que legalmente tiene derecho, una "Gratificación Especial" equivalente a 6 (Seis) Meses de su Sueldo Diario Integrado (Salario Mensual Vigente a la fecha de Terminación + Bono + Prestaciones Ejecutivas y Generales). Esta "Gratificación Especial" será entregada al Trabajador el último día hábil de Trabajo en Residuos Industriales Multiquim, S.A. de C.V. contra la entrega satisfactoria del puesto a quien el Patrón designe.

QUINTA: El Trabajador en virtud de su puesto participará del Plan de Bonos que el Patrón tiene establecido para el Personal Ejecutivo, sin que esto represente un compromiso laboral, ya que para hacerse acreedor a éste, es necesario cumplir con las metas trazadas, dicho plan es revisable anualmente, conforme a las expectativas de la Empresa.

SEXTA. La duración de la jornada de trabajo será de 8 ½ horas diarias y comprenderá de Lunes a Viernes de las 08:30 hrs. a las 13:30 hrs. y de las 15:00 hrs. a las 18:30 hrs. No obstante lo anterior, El Trabajador otorga su consentimiento a El Patrón, para que éste pueda variar el horario de prestación de servicios cuando así lo estime pertinente para la mejor ejecución de los trabajos. El Trabajador no está autorizado para laborar tiempo extraordinario, salvo que haya orden por escrito del Representante de El Patrón, o en los casos previstos por el art. 65 del Código Laboral Citado. El Trabajador disfrutará de descanso los días Sábados y Domingos de cada Semana.

SEPTIMA: En los casos en que se establezcan jornadas continuas, El Trabajador dispondrá de media hora para reposar o tomar sus alimentos, fuera del área de trabajo y sin estar bajo la subordinación de El Patrón.

OCTAVA: El Patrón se compromete a pagar a El Trabajador por la prestación de los servicios a que se refiere este contrato, un salario de \$ 83,000.00 Mensuales (Ochenta y tres mil pesos 00/100 Moneda Nacional), más cualesquier aumentos anuales correspondientes, dicho salario será revisado y

aumentado mediante negociación, mismo que en ningún caso resultará en un salario inferior al establecido en ésta Cláusula

El pago se hará en Moneda Nacional los días 15 y 30 de cada mes, en las oficinas de El Patrón.

NOVENA: Ambas partes convienen en que la Capacitación y Adiestramiento a que se refiere el Capítulo III bis de la Ley Federal del Trabajo se proporcionará conforme a los planes y programas que se elaboren y sean presentados y aprobados por la Secretaría del Trabajo y Previsión Social, siendo obligación de El Trabajador someterse a dichos planes y programas.

DÉCIMA: El Trabajador está obligado a someterse a un reconocimiento médico para comprobar que no tiene incapacidad o que no padece enfermedad contagiosa o incurable, bien al tiempo de su ingreso o durante su trabajo al ser requerido por El Patrón.

DÉCIMA PRIMERA: Para efectos de antigüedad, queda establecido que El Trabajador Sr. Roberto Salazar Villarreal inicia a prestar sus servicios el día 16 del mes de AGOSTO del año 2000.

Leído que fue el presente contrato por las partes e impuestas de su contenido, lo firman en la ciudad de GARZA GARCIA, NUEVO LEON, el día 16 del mes AGOSTO del año 2000 quedando un tanto del mismo en poder de cada una de las partes.

EL PATRÓN

Sr. Héctor Vargas Aguirre

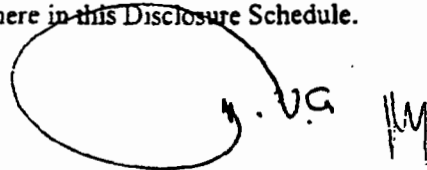
EL TRABAJADOR

Sr. Roberto Salazar Villarreal

TESTIGOS

Section 2.19
Contracts

- (a) Detailed List of Labor agreements included within Section 2.18 (b).
- (b) Detailed List included within Section 2.18 (b) and (c).
- (c) Following is the List of Union Agreements.
- (d) Enclosed is a List of Suppliers that invoice more than US\$25,000.00 annually, List of Contracts for the sale of services by the Company which exceed \$US100,000.00 is included within Section 2.11 (b).
- (e) Following is the List of Powers of Attorney.
- (f) See attached list.
- (g) No exceptions other than those provided in Company's By-laws and Stock Purchase Agreement by and between CWMI and The Vargas Family as of January 21, 1994.
- (h) Detailed List included within Section 2.10.
- (i) List of Business Collaboration Agreements enclosed as 2.19 (i).
- (j) See attached list.
- (k) List included in Section 2.14(n).
- (l) Guaranties detailed see attached list.
- (m) No exceptions other than those described in Section 2.17.
- (n) No exceptions, other than as disclosed elsewhere in this Disclosure Schedule.
- (o) No Exceptions.
- (p) No Exceptions.

A handwritten signature, possibly "J. VG", is written inside a hand-drawn oval. To the right of the oval are the initials "JM".

Section 2.18(c)
Fringe Benefits

GENERAL BENEFITS		(EMPLOYEES)	PESOS	
SUPERMARKET COUPONS			\$ 900.00	MONTHLY
SAVINGS FUND			\$ 650.00	MONTHLY
CHRISTMAS BONUS			11 MONTH'S SALARY	
UNIFORM (SECRETARIES)			TWICE A YEAR	
VACATIONS			9 DAYS	11 & 2 YEAR
			ACCORDING	
			TO LAW	AFTER 3RD YEAR
LOANS			UP TO 2 MONTHS SALARY	
GENERAL BENEFITS		(UNION LABOR)		
SUPERMARKET COUPONS			\$ 900.00	MONTHLY
SAVINGS FUND			\$ 200.00	MONTHLY
CHRISTMAS BONUS			11 MONTH'S SALARY	
TRANSPORTATION			FREE TO AND FROM LANDFILL	
MEALS			FREE TO WORKERS	
VACATIONS			9 DAYS	11 & 2 YEAR
			ACCORDING	
			TO LAW	AFTER 3RD YEAR
ATTENDANCE AWARD			200	SUPERMARKET COUPONS MONTHLY
ATTENDANCE AWARD			SUPERMARKET COUPONS	ANNUAL
LOANS			\$10,000.00	
DEATH INSURANCE			12 MONTH SALARY	
SONS SCHOLARSHIPS			10 BEST AVERAGES	
EXECUTIVE BENEFITS		(DIRECTORS & MANAGERS)		
CAR				
	DIRECTOR		MEDIUM SIZE	CHANGE EVERY
	MANAGER		COMPACT	4 YEARS

HEALTH INSURANCE									
	DIRECTOR				\$ 364,000.00			INCLUDES IMMEDIATE	
	MANAGER							INCLUDES IMMEDIATE	
	SALES PEOPLE							JUST EMPLOYEE	
TRAVEL INSURANCE									
	DIRECTOR				\$ 1,000,000	USD			
	MANAGER				\$ 700,000	USD			
DEATH INSURANCE									
					12 MONTH SALARY				

U.S.

Section 2.19 (c)**COLLECTIVE BARGAINING AGREEMENTS**

LOCATION	UNION'S NAME	UNION FEDERATION	TERMINATION DATE
Landfill Mina	Sindicato Unico Industrial de Obreros y Obreras de N.L.	CROC	February 2000
Corporate Offices	Sindicato Unico Industrial de Obreros y Obreras de N.L.	CROC	October 2000
Villahermosa, Tabasco	Sindicato de Obreros de la Industria en Gral., Distribuidoras, Maquiladoras, Similares y Conexos del Edo. De Tabasco	CROM	Indefinite
Tijuana B.C.	Sindicato de Obreros, Industriales y Empleados de Comercio "5 de Febrero"	CROM	Indefinite
Guadalajara, Jalisco	Sindicato Nacional de Trabajadores, Empleados y Agentes de Ventas en centros Comerciales, Bodegas, Similares y Conexos	CROC	Indefinite
Leon, Guanajuato And Silao	Sindicato de Empleados Agentes vendedores, propagandistas, repartidores y cobradores de oficinas particulares, Industria, Comercio y similares de la Republica Mexicana	COM	May 2000

Section 2.19 (d)
Supplies in Excess of \$25,000 USD Annual

VENDORANNUAL AVERAGE PURCHASES

GSE Lining Technology	Supplier for Cell Membrane Rolls	\$400,000
Grupo Calider	Raw Material for Production Process	\$800,000
Gerardo Cantú Saenz	Diesel supplier	\$450,000
Prisciliano F. Villarreal	Gasoline supplier	\$120,000
Maquinaria Diesel S.A. de C.V.	Spare parts for Heavy Equipment	\$450,000
Matilde Guadalupe Guerra	Mina Landfill Caterer	\$165,000
Gas Ideal	Natural Gas supplier	\$ 95,000
United Rentals	Heavy Equipment Leasing	\$150,000
Maquinaria Intercontinental del Nte.	Heavy Equipment Leasing	\$ 85,000

RIMSA has no commitment nor written contracts with any of the aforementioned suppliers. No supply fixed quotas or specific terms that bind the Company.

Section 2.19(c)

Attorney(s) In-fact	Type of Power	Grantor	Date Granted	Instrument	Limitations
Hector Villareal Wiemann y Julio C. Rocha	B, (F)	Shareholders meeting	Oct 25, 96	46,397	(B) Execution of Commercial Contracts
Hector Vargas Garza, Hector Vargas Aguirre, Gabriel Villascator Ruiz, Carlos Rodriguez Samann and Julio Cesar Rocha	A, B, C (F), D (F), G	Board of Directors	Jan 07, 97	17,381	(C) Execution of negotiable instruments shall be jointly exercised by two attorneys in-fact and if amount greater than US\$1,000,000 four attorneys signature is requested. (D) Special power of attorney for acts of ownership shall be exercised by two
Armando Moreno Cervantes	A (F), II, G	Hector Vargas Aguirre	Feb 13, 97	17,574	(A.) Lawsuits and collections and Acts of Labor management and authority to delegate
Alfonso Gerardo Moreno Cervantes	A (F), II	Hector Vargas Aguirre	Mar 29, 97	17,722	(A.) Lawsuits and collections and Acts of Labor management and authority not delegate
Juan Antonio Cuellar Lopez	A, B, C (F), II, G	Hector Vargas Aguirre	May 06, 97	17,727	(C) Execution of negotiable instruments shall be jointly exercised by two attorneys in-fact and if amount greater than US\$1,000,000 four attorneys signature is requested. (D) Special power of attorney for acts of ownership shall be exercised by two
Rogelio Cantu Perez	A (F), II,	Hector Vargas Aguirre	May 13, 97	17,737	(A.) Lawsuits and collections and Acts of Labor management
Jose Luis Torres Cerda	A (F), II, II	Hector Vargas Aguirre	Aug 28, 97	17,951	(A.) Lawsuits and collections and Acts of Labor management mexican southeast zone exclusively.
Sergio Sanchez Rodriguez	A, B (C), E, G	Hector Vargas Aguirre	Feb 27, 98	18,354	(B) Execution of Commercial Contracts
Enrique Alvarado Ramirez	A, B (F)	Hector Vargas Aguirre	Jan 27, 98	18,356	(B) Execution of Commercial Contracts in the zone designe exclusively
Alfredo Contreras Cavazos	A (F), B	Hector Vargas Aguirre	Jan 27, 98	18,357	(A.) Environmental and logistic and transportation activities exclusively
Jorge Ernesto Mendoza Godinez	A, B, G	Hector Vargas Aguirre	Jan 27, 98	18,359	
Salomon Rojas Peña	A (F), II, G	Hector Vargas Aguirre	Jan 27, 98	18,360	(A.) Environmental activities in Mexico
Miguel Angel Aroz Patiño	A (F), II, G	Hector Vargas Aguirre	Jan 27, 98	18,363	(A.) Environmental activities in Mexico
Gilberto Walls Doone	A, B, G	Hector Vargas Aguirre	Jan 27, 98	18,366	

Valeriano Garcia Perez	A (F), B, G	Hector Vargas Aguirre	Jan 27, 98	18,367	(A.) Environmental and logistic and transportation activities exclusively
Gerardo Lopez de la Rosa	A (F), B	Hector Vargas Aguirre	Jan 27, 98	18,371	(A.) Purchasing and supplying activities
Jose Eduardo Villareal Guerra	A (F), B, G	Hector Vargas Aguirre	Jan 27, 98	18,372	(A.) receivables, notes receivables, doubtful receivables activities
Alberto Cuervo Perez	A (F), B, G	Hector Vargas Aguirre	Jan 27, 98	18,373	(A.) receivables, notes receivables, doubtful receivables, credit and payment activities
Hector Rene Lopez Dino	A, B (F), G	Hector Vargas Aguirre	Jan 27, 98	18,374	(B) Execution of Commercial Contracts
Javier Ernesto Rodriguez Luna	A, B, G	Hector Vargas Aguirre	Jan 27, 98	18,375	
Victor Hugo Reyes Cantu	A, B (F), G	Hector Vargas Aguirre	Jan 27, 98	18,377	(B) Execution of Commercial Contracts
Humberto Trejo Medina	A, B, G	Hector Vargas Aguirre	Jan 27, 98	18,380	
Candelario Flores Barcenas	A (F), B, G	Hector Vargas Aguirre	Jan 27, 98	18,381	(A) Authorities tax burden activities (SHCP)
Dagoberto Treviño Rodriguez	A, B (F), G	Hector Vargas Aguirre	Jan 27, 98	18,382	(B) Execution of operating Contracts
Hugo Siller de la Fuente	A, B, G	Hector Vargas Aguirre	Jan 27, 98	18,383	
Oslo Guerrero Martinez	A, B (F), G	Hector Vargas Aguirre	Jan 27, 98	18,384	(B) Execution of Commercial Contracts
Lorena Gonzalez Peña	A, B (F), G	Hector Vargas Aguirre	Jan 27, 98	18,386	(A.) Labor authority in the exclusively
Liliana Flores Castro	A, B, G	Hector Vargas Aguirre	Jan 27, 98	18,387	
Jesus Armando Barajas Torres	A, B (F), E, G	Hector Vargas Aguirre	Feb 10, 98	18,405	(B) Execution of Commercial Contracts
Sonia L. Gonzalez Rodriguez	A, B, G	Hector Vargas Aguirre	Feb 10, 98	18,406	
Ivette De la Lama Cisneros	A, B, E	Hector Vargas Aguirre	Feb 10, 98	18,407	
Maria de Lourdes Escoto Gomez	A, B	Hector Vargas Aguirre	Feb 10, 98	18,408	
Jesus Antonio Villa Dejarano	A, B (F)	Hector Vargas Aguirre	Feb 10, 98	18,410	(B) Execution of Commercial Contracts
Gerardo Vazquez Falcon	A, (F) B, G	Hector Vargas Aguirre	Feb 10, 98	18,412	(A.) Environmental activities in Tijuana zone exclusively

Mario Alberto Montaño	A, B, E	Hector Vargas Aguirre	Sep 29, 98	10,707	
Victor Prieto Olguin	A, B (F), G	Hector Vargas Aguirre	Jan 19, 99	19,327	(H) Execution of Commercial Contracts
Jose Juan Gonzalez Alvarez	B (F)	Hector Vargas Aguirre	May 10, 99	19,637	(H) Execution of Commercial Contracts
Roberto Cantu Flores	A, B (F), G	Hector Vargas Aguirre	May 26, 99	19,673	(H) Execution of Commercial Contracts
Luis Martin Espinosa Clutierrez	B (F)	Hector Vargas Aguirre	May 26, 99	19,674	(H) Execution of Commercial Contracts
Leopoldo Carvantes Leon	A, B (F), E	Hector Vargas Aguirre	Dec 21, 98	19,271	(H) Execution of Commercial Contracts in Tijuana Zone exclusively
Hector Vargas Aguirre	A, B, C, D, G, H	Board of Directors	Feb 08, 00	2,381	
Juan Antonio Cuellar Lopez	A, B, C, D, G, H	Board of Directors	Feb 08, 00	2,381	
Roberto Salazar Villareal	A, B, C, D, G, H	Board of Directors	Feb 08, 00	2,381	
Candelario Flores Barcenas	A, B, G, H	Juan Antonio Cuellar Lopez	Mar 29, 00	2,534	
Alejandro Sanchez Franco	A, B, G, H	Juan Antonio Cuellar Lopez	Mar 29, 00	2,535	

TYPES OF POWERS OF ATTORNEY

- A.- Lawsuits and collections
- B.- Acts of Administration
- C.- Execution of Negotiable Instruments
- D.- Acts of Ownership (Domain)
- E.- Special
- F.- Limited
- G.- Authority to Delegate
- H.- Acts of Labor management

Section 2.19(f)

FACILITIES & ADMINISTRATIVE OFFICES LEASES

LESSOR	LOCATION	ADDRESS	ACTIVITY	DATE OF CONTRACT	MONTHLY RENT Mex Cy
Humberto Aguilar Arias	Guadalajara, Jalisco	Av. V Llañez 2551, 2nd floor, Guadalajara, Jalisco	Administrative & Sales Office	Jan 01, 98	\$8,000.00
Carmen Lasra Mayko	Villahermosa, Tabasco	Via 2, Plaza Tabasco 2000, Local rooms 201 / 202, Villahermosa, Tabasco	Administrative & Sales Office	Jul 21, 97	\$6,800.00
Transquímica Nacional, S.A. de C.V.	Huimanguilla, Tabasco	Piece of land and facilities at the East part of Roberto Ayala de Villa Colony, Chotalpa Tabasco	Transfer Station	Sep 04, 97	\$17,500.00
María Teresa Montaño Castrejo	Villahermosa, Tabasco	3rd Street, House 33, Giralda Colony, Tabasco 2000	House for	Mar 06, 00	\$7,780.00
Consuelo V. Esquivel Izquierdo	Villahermosa, Tabasco	4th Street, House 208, Villa Los Arcos Colony	House for	Oct 01, 99	\$4,444.44
State of Tabasco Government	Villahermosa, Tabasco	Anacleto Canabal Ranch (no number) Center Tabasco Municipality	CIMARI-VILLAHERMOSA (Tabasco Center)	Feb 01, 99	\$40,000.00
Inmobiliaria Cromo, S.A. de C.V.	San Pedro Garza García Nuevo León	Av. Lazaro Cardenas 2400 West, Losoles Building, Nuevo leon	Corporate Offices (2nd floor)	Jan 01, 99	\$85,000.00
Inmobiliaria San Agustín, S.A. de C.V.	San Pedro Garza García Nuevo León	Av. Lazaro Cardenas 2400 West, Losoles Building, Nuevo leon	Corporate Offices (Ground Floor)	Mar 01, 99	\$20,921.95
Hector Vargas Garza	San Pedro Garza García Nuevo León	Av. Lazaro Cardenas 2400 West, Losoles Building, Nuevo leon	Warehouse (documents & equipment)	Jan 01, 99	\$5,140.00
Hector Vargas Garza	San Pedro Garza García Nuevo León	Av. Lazaro Cardenas 2400 West, Losoles Building, Nuevo leon	Warehouse (documents & equipment)	Jan 01, 99	\$3,660.00
Domingo A. Garza Elizondo	Monterrey, Nuevo León	Calzada San Bernabe 123, Valle Morelos, Monterrey, Nuevo leon	Temporary Transfer Station (offices and storage area)	Sep 25, 99	\$4,800.00
Manuel Marquez Jimenez	Leon, Guanajuato	Road to San Jose de Garcia (no number) Silao-Romila highway	CIMARI - LEON	Nov 01, 98	\$24,000.00
Inmobiliaria Guerrero del Bajío, S.A. de C.V.	Leon, Guanajuato	Plan de San Luis 101, Coedillo Colony, Leon Guanajuato	Administrative & Sales Office	Jan 01, 00	\$6,700.00
Mayra A. Ramirez Ramirez	Reynosa, Tamaulipas	Margarita 414 (Interior), Fernando Gomez Colony, Reynosa, Tamaulipas	Administrative & Sales Office	Oct 01, 99	\$6,000.00

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LESSOR	LOCATION	ADDRESS	ACTIVITY	DATE OF CONTRACT	MONTHLY RENT Mex Cy
Rebeca Herrera Melero	Cd. Juarez, Chihuahua	Miguel Servel 1307, Los Olmos, Cd. Juarez, Chihuahua	Administrative & Sales Office	Jan 01, 98	USD\$550.0
Eduardo Xacur Jorge	Mexico City	Bosque de Durazno 65-207, Bosques de Las Lomas, Mexico, D.F.	Administrative & Sales Office	Jun 01, 00	\$30,000.00
Jose A. Rodriguez Muñoz	Mexico City	Bosque de Durazno 65-207, Bosques de Las Lomas, Mexico, D.F.	Furniture and equipment	Jun 01, 00	\$44,072.00
Consuelo Calderon de Nuño	Mexico City	Hacienda de Campo Bravo 60, Fraccionamiento de Las Palmas, Huixquilucan, State of Mexico	House for	May 15, 00	\$18,000.00
Gary Fire & Safety, Inc.	El Paso, Texas	400 Inglewood Drive, El Paso Texas	Warehouse and Transfer Station	Jan 01, 99	USD\$1,000.
Leopoldo Olais Avalos	Nogales, Sonora	Doctor Martinez Ochoa 2-B, Nogales, Sonora	Warehouse and Transfer Station	Dec 15, 99	USD\$1,070.
Rodolfo Nelson Culebro	Mexicali, Baja California	Km. 5.5 Benito Juarez Blvd and Calemaco Street, Building A. Ex. Ejido Coahuila, Mexicali, Baja California	Administrative & Sales Office	Mar 23, 00	USD\$390.0

U.N.S.

Section 2.19(f)

RIMSA

List of Leased Equipment

Amount	Equipment	Lessor	Date	Location	Unitary cost	Currency	Measure Unit	Use
1	Xerox copier machine model 221	XEROX	Mar-98	Corporate Office	500.00	Dls	Month	day to day copies
3	Fax Xerox 645	XEROX	Jul-99	Corporate Office	90.00	Dls	Month	day to day communica
1	Loader Case	Maquinter	Nov-99	Mina	7,090	Dls	Month	
2	Mitsubishi Forklift	Tractopartes y equipos	Apr-00	Mina	1,900	Dls	Month	Distribution Center
2	Caterpillar Excavator 330	Madisa	Apr-00	Mina	8,000	Dls	Month	Treatment Area
1	Xerox copier machine model 222	XEROX	Dec-98	Mina	500.00	Dls	Month	day to day copies
1	Xerox copier machine model 1215	XEROX	Mar-00	Mina	99.00	Dls	Month	day to day copies
9	Retroexcavator J.D. 310	U.S. Rental	Nov-99	Reynosa	1,800	Dls	Month	Drilling cuts operation
7	Retroexcavator Caterpillar 416	Madisa	Feb-99	Reynosa	1,800	Dls	Month	Drilling cuts operation
6	Retroexcavator Case 580	Ramiro Garza	Mar-98	Reynosa	31,500	Pesos	Month	Drilling cuts operation
2	Retroexcavator Case 580	Maquinter	Jun-00	Reynosa	1,800	Dls	Month	Drilling cuts operation
7	Mobile Homes	Habbitat	Jan-00	Reynosa	5,000	Pesos	Month	Resting area for operi
3	Mobile Homes	American Homes	Jan-98	Reynosa	2,672	Pesos	Month	Resting area for operi
3	Mobile Homes	American Homes	Jan-98	Reynosa	5,680	Pesos	Month	Resting area for operi
1	Mobile Homes	American Homes	Jan-98	Peña Blanca	3,250	Pesos	Month	Resting area for operi
2	Mobile Homes	American Homes	Jan-98	Veracruz	3,741	Pesos	Month	Resting area for operi
1	Mobile Homes	American Homes	Jan-98	Veracruz	4,306	Pesos	Month	Resting area for operi
1	Pipe 11,000 lts.	Lourdes E. Herrera P.	Oct-99	Villahermosa	17,000	Pesos	Month	
1	Excavator Jumbo 235 Caterpillar	Lorena Quevedo	Nov-99	Villahermosa	38,000	Pesos	Month	Drilling cuts mover

Amount	Equipment	Lessor	Date	Location	Unitary cost	Currency	Measure Unit	Use
1	Excavator Jumbo	Lorena Quevedo	Nov-99	Villahermosa	48,000	Pesos	Month	Drilling cuts mover
1	Excavator Jumbo 315 Cal.	Lorena Quevedo	Nov-99	Villahermosa	48,000	Pesos	Month	Drilling cuts mover
1	Front Loader 535 JVC	Ameco	Sep-99	Villahermosa	29,000	Pesos	Month	Drilling cuts mover
1	Front Loader 245 Oruga	Gruas Velazquez	Sep-99	Villahermosa	29,000	Pesos	Month	Solid waste (non hazardous) landfill
1	Crane 35 Tons.	Ameco	Oct-99	Villahermosa	55,000	Pesos	Month	courtyard manouvers
1	Crane 65 Tons.	Grusol	May-00	Villahermosa	65,000	Pesos	Month	container manouvers
1	Tank 60 M3	Grusol	May-00	Villahermosa	9,000	Pesos	Month	Collection of pre-treat liquids
1	Truck 7 M3	RR Design	Apr-00	Villahermosa	50,000	Pesos	Month	treated materials rem
1	Retroexcavator JD 310 E	U.S. Rental	May-00	Villahermosa	35,000	Pesos	Month	Unloading area
1	Retroexcavator JD 310 E	U.S. Rental	May-00	Villahermosa	35,000	Pesos	Month	Bethlehem equipment
1	Soldering Plant Miller	Grusol	Jun-00	Villahermosa	6,000	Pesos	Month	Maintenance of Them Treatment Plant
1	Soldering Plant Lincoln	Grusol	Jun-00	Villahermosa	6,000	Pesos	Month	Maintenance of Them Treatment Plant
2	Generator 385 KVA	Jorge Jimenez Guzman	Mar-00	Villahermosa	37,500	Pesos	Month	Energy for Bethlehem equipment
1	Air Compressor 200 PCM	Compres del Sureste	Mar-00	Villahermosa	13,000	Pesos	Month	Ships cleaning
6	Tank de 20 M3	Cla. Perforadora Méx.	Apr-00	Villahermosa	300	Dls	Month	On Site pretreatment
1	Suction Ditch	Cla. Perforadora Méx.	Apr-00	Villahermosa	1,650	Dls	Month	Cuts pretreatment
2	Auxiliary Ditches	Cla. Perforadora Méx.	Apr-00	Villahermosa	1,125	Dls	Month	Cuts pretreatment
1	Roll Off Truck	Transquímica Nacional	Jun-00	Villahermosa	55,000	Pesos	Month	Removal of treated materials
1	Camper house (small)	IPA	Sep-99	Villahermosa	3,400	Pesos	Month	Dos Bocas Office
1	Camper house (small)	Gruas Velazquez	Sep-99	Villahermosa	7,000	Pesos	Month	Pozos Tierra Office
5	Camper house (small)	American Homes	Sep-99	Villahermosa	2,800	Pesos	Month	Pozos Tierra Office
2	Camper house (medium)	American Homes	Sep-99	Villahermosa	5,023	Dls	Month	Bethlehem Office
3	Camper house (big)	American Homes	Sep-99	Villahermosa	10,094	Dls	Month	General Office CIMA
1	Automobile V.W. Pointer	P. Rodriguez Vidal	Sep-99	Villahermosa	8,000	Pesos	Month	Traffic
1	Pick-up Truck 3.5 Tons.	U.S. Rental	Sep-99	Villahermosa	15,400	Pesos	Month	sanitary maintenance
4	Transport screws	IPA	Apr-00	Villahermosa	2,250	Dls	Month	Bethlehem equipment

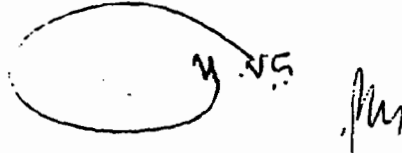
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Amount	Equipment	Lessor	Date	Location	Unitary cost	Currency	Measure Unit	Use
1	Indirect Thermal Equipment	On Site	Mar-00	Villahermosa	60	Dls	Tons	Cuts Thermal Treatm
9	Transport screws	Brandt	Sep-99	Villahermosa	2,280	Dls	Month	Cuts manouvers at w
1	Centrifugates Train	Swaco	Apr-00	Villahermosa	16	Dls	Tons	Cuts pretreatment
1	Pretreatment Thermal Equipment	Bethlehem	Mar-00	Villahermosa	60,000	Dls	Month	Cuts pretreatment
1	Centrifugate SC-4	Brandt	Sep-99	Villahermosa	6,600	Dls	Month	Cuts pretreatment
1	Centrifugate HS3400	Brandt	Sep-99	Villahermosa	6,750	Dls	Month	Cuts pretreatment
1	Tornado Dryer with Screws	Brandt	Sep-99	Villahermosa	19,244	Dls	Month	Cuts pretreatment
1	Centrifugate Tricanter with Pump	Brandt	Sep-99	Villahermosa	13,500	Dls	Month	Cuts pretreatment
3	3 x 4 Pumps	Brandt	Sep-99	Villahermosa	1,200	Dls	Month	Cuts pretreatment
1	Pumps for Chemicals	Brandt	Sep-99	Villahermosa	1,800	Dls	Month	Cuts pretreatment
1	Australian Tank	Brandt	Sep-99	Villahermosa	1,050	Dls	Month	Cuts pretreatment
9	Tank of 37 Lbs. with agitators	Brandt	Sep-99	Villahermosa	840	Dls	Month	Cuts pretreatment
2	Transport screws	Brandt	Sep-99	Villahermosa	2,280	Dls	Month	Cuts pretreatment
7	Transport screws	Brandt	Sep-99	Villahermosa	2,280	Dls	Month	Screws for Sea & Lan
1	Centrifugate SC-4	Brandt	Sep-99	Villahermosa	no charge	Dls	Month	Cuts pretreatment
1	Pump 3 x 4	Brandt	Sep-99	Villahermosa	no charge	Dls	Month	Cuts pretreatment
1	Australian Tank	Brandt	Sep-99	Villahermosa	no charge	Dls	Month	Cuts pretreatment
1	Tanks of 37 Bbls.	Brandt	Sep-99	Villahermosa	no charge	Dls	Month	Cuts pretreatment
1	Air Compressor of 5 HP	Brandt	Sep-99	Villahermosa	no charge	Dls	Month	Cuts pretreatment
1	Xerox Copier model 520	Concesionario XEROX	Jan-00	Villahermosa	690.00	Dls	Month	day to day copies
1	Xerox Copier model 520	Concesionario XEROX	Jan-00	CIMARI Villahermosa	690.00	Dls	Month	day to day copies
1	Xerox Copier model 1215	XEROX	Jan-99	León	99.00	Dls	Month	day to day copies
1	Xerox Copier model XD120	Concesionario XEROX	Jun-00	Silao	240.00	Dls	Month	day to day copies
1	Fax Xerox 645	XEROX	Mar-00	Tijuana	90.00	Dls	Month	day to day communic
1	Xerox Copier model 5828	Concesionario XEROX	Sep-98	Tijuana	190.00	Dls	Month	day to day copies
1	Xerox Copier model 5818	Concesionario XEROX	Sep-98	Tijuana	110.00	Dls	Month	day to day copies

Section 2.19 (i)

**LIST OF ALL AGREEMENTS INVOLVING THE COMPANY IN A PARTNERSHIP,
JOINT VENTURE OR BUSINESS COLLABORATION**

<u>ENTITY</u>	<u>TYPE OF CONTRACT</u>	<u>DATE</u>
Mardupol, S.A. de C.V.	Business Collaboration	August 13, 1997
Dermet, S.A. de C.V. (formerly Provequim, S.A. de C.V.)	Business Collaboration	October 17, 1998

A handwritten signature and initials are present to the right of the table. The initials "M. V. S." are circled, and a signature is written next to them.

Section 2.19(k)

DETAIL OF BONDS

BONDS GRANTED BY MONTERREY AETNA

POLICY No.	AMOUNT IN US DOLLARS	AMOUNT IN PESOS	TERM
FN 131835		84,950.00	11-03-97 A 10-03-98
FN155609		800,000.00	26-09-97 A 25-09-98
TOTAL 1997		884,950.00	
FN160465		250,000.00	29-11-98 A 28-11-00
FN163168		3,940,195.32	20-01-98 A 19-01-00
FN194080		18,000.00	26-11-98 A 9-12-99
FN195432		416,248.50	28-12-98 A 27-12-99
TOTAL 1998		4,624,443.82	
FN169061		6,590,956.51	01-06-99 A 07-07-00
FN197677		69,420.00	2-01-99 A 1-01-00
FN251542		859,021.65	4-02-99 A 3-02-00
FN251543		248,991.78	4-02-99 A 3-02-00
FN255571		251,063.40	28-02-99 A 27-02-00
FN261266		742,942.00	9-03-99 A 8-03-00
FN262274		37,221.96	25-03-99 A 24-03-00
FN263119		180,043.82	16-04-99 A 15-04-00
FN264502		440,133.75	17-05-99 A 15-07-00
FN234524		49,230.24	17-05-99 A 5-06-00
FN265567		15,066.72	21-05-99 A 14-06-00
FN265577		75,000.00	10-05-99 A 09-05-00
FN265587		211,433.60	28-05-99 A 27-05-00
FN274399		3,329,718.58	10-05-99 A 09-05-00
FN275534		17,350.00	22-06-99 A 21-06-00
FN275553		1,275,000.00	24-06-99 A 23-06-00
277509- 277510		448,732.60	26-7-99 A 9-11-00
FN278533		82,130.34	05-08-99 A 14/09/00
FN278554		28,172.58	10-08-99 A 08/08/00
FN278605-FN278606		5,990,010.48	05-08-99 A 31/12/01
FN278607-278608		2,705,139.65	05-08-99 A 31/12/01
FN278609		4,329,725.95	05-08-99 A 31/12/2001
FN278611		9,329,918.10	06-08-99 A 31/12/01
FN278617		853,947.84	13-08-99 A 12-08-00
FN279449		544,961.00	13-08-99 A 12-08-00
FN279709		56,345.16	24-08-99 A 10-12-00
FN279711		84,045.98	25-08-99 A 24-08-00
FN279712		40,172.20	25-08-99 A 24-08-00
FN279716		25,826.88	25-08-99 A 24-08-00
FN279728		133,648.84	25-08-99 A 24-08-00
FN280132		250,000.00	09-09-99 A 08-09-00
FN295262		73,984.50	08-09-99 A 08-09-00
FN295263		1,169,425.80	10/09/99 A 10-12-00
FN295517		38,625.26	21-09-99 A 20-09-00
FN295537		11,000.00	29-09-99 A 28-09-00
FN295998		132,791.00	23-09-99 A 22-09-00
FN295999		9,832.50	23-09-99 A 22-09-00
FN296008		138,474.37	24-09-99 A 23-09-00

POLICY No.	AMOUNT IN US DOLLARS	AMOUNT IN PESOS	TERM
FN296069		57,500.00	28-09-99 A 27-09-00
FN297164		3,123,658.52	5-10-99 A 4-10-00
FN297165		850,024.73	5-10-99 A 4-10-00
FN297251		395,000.00	8-10-99 A 7-10-00
FN297254		863,331.50	09-10-99 A 08-10-00
FN297255		1,235,357.95	10-10-99 A 9-10-00
FN297256		1,995,000.00	10-10-99 A 09-10-00
FN297257		239,257.50	10-10-99 A 09-10-00
FN297258		302,622.50	10-10-99 A 09-10-00
297281 - 297280		77,250.52	13-10-99 A 28-11-00
FN297282		8,146,032.16	13-10-99 A 12-10-00
FN297484		22,500.00	15-10-99 A 14-10-00
297505- 297506		21,420.04	18-10-99 A 4-12-00
FN298028		1,174,734.84	19-10-99 A 18-10-00
298065- 298064		782,248.41	20/10/99 A 19-10-00
FN298102-298103		1,707,895.65	27-10-99 A 30-11-00
FN298299		442,279.50	3-11-99 A 2-11-00
FN298300		143,520.00	3-11-99 A 2-11-00
FN298360		22,293.00	3-11-99 A 3-11-00
FN298843		15,728.79	05-11-99 A 04-11-00
FN299008		111,494.02	10-11-99 A 9-11-00
FN299026-299027		34,197.80	13-11-99 A 10-12-00
FN299039-299040		621,722.34	15-11-99 A 14-11-00
FN299055		45,540.00	11-11-99 A 10-11-00
FN299092		500,000.00	12-11-99 A 11-11-00
FN299366		370,003.98	20-11-99 A 19-11-00
FN299394		36,119.89	24-11-99 A 30-12-00
FN299513-299514		196,100.00	29-11-99 A 30-12-00
FN299516-299515		782,245.02	30-11-99 A 29-11-00
FN299537-299538		44,588.00	01-12-99 A 30-12-01
FN299561-299562		339,801.60	25-11-99 A 10-12-00
FN309114		429,809.03	13-12-99 A 12-12-00
FN309113		429,809.03	1-12-99 A 30-11-00
FN 309294		132,497.17	10-12-99 A 9-12-00
FN309816		168,749.83	8-12-99 A 13-12-00
FN309814		168,749.83	8-12-99 A 7-12-00
FN309828		40,000.00	16-12-99 A 15-12-00
TOTAL 1999		66,938,588.19	

BONDS GRANTED BY AFIANZADORA INSURGENTES

POLICY No.	AMOUNT IN US DOLLARS	AMOUNT IN PESOS	TERM
FN4804		7,995.00	20-12-99 A 19-12-00
320124		43,745.63	18-01-00 A 17-01-01
320114		80,000.00	17-01-00 A 26-12-01
320022		49,457.30	14-01-00 A 13-01-01
320247		80,400.00	03-02-00 A 02-02-01
320884		39,308.66	25-01-00 A 24-01-01
774482		339,801.60	06-12-99 A 05-12-00
309948		155,250.00	29-12-99 A 28-12-00
321990		1,250,000.00	22-02-00 A 21-01-01

POLICY No.	AMOUNT IN US DOLLARS	AMOUNT IN PESOS	TERM
321831		518,133.00	19-02-00 A 18-02-01
322006		23,500.10	28-02-00 A 27-02-01
785097			
320260		25,000.00	08-02-00 A 07-02-01
320274		58,100.00	09-02-00 A 08-02-01
322100		281,190.96	28-02-00 A 27-02-01
330964		27,500.00	03-04-00 A 02-04-01
322675		49,305.54	07-03-00 A 06-03-01
330588		37,628.46	20-03-00 A 19-03-01
333320	187,902.62		24-04-00 A 24-04-01
332567		337,706.86	07-04-00 A 08-04-01
332570-332571		150,716.50	07-04-00 A 23-01-02
330589		83,680.82	20-03-00 A 19-03-01
329819		75,358.25	14-03-00 A 13-03-01
329817		6,407.51	13-03-00 A 12-03-01
329818		47,000.02	14-03-00 A 24-11-01
338913		16,000.00	18-05-00 A 17-05-01
341363		118,518.75	30-05-00 A 31-05-01
338893		85,748.76	15-05-00 A 14-05-01
322100		281,190.96	28-02-00 A 27-02-01
330964		27,500.00	03-04-00 A 02-04-01
322675		49,305.54	07-03-00 A 06-03-01
330588		37,628.46	20-03-00 A 19-03-01
333321		187,902.62	24-04-00 A 24-04-01
332567		337,706.86	07-04-00 A 08-04-01
332570-332571		150,716.50	07-04-00 A 23-01-02
330589		83,680.82	20-03-00 A 19-03-01
329819		75,358.25	14-03-00 A 13-03-01
329816		6,407.51	13-03-00 A 12-03-01
329818		47,000.02	14-03-00 A 24-11-01
TOTAL		5,263,856.26	

DETAIL OF BONDS GRANTED BY MONTERREY AETNA WITH OTHER BROKERS

POLICY No.	AMOUNT IN US DOLLARS	AMOUNT IN PESOS	TERM
FN309009		42,622.99	17-12-99 A 16-12-00
FN309008		245,082.32	16-12-99 A 15-12-00
TOTAL		287,705.31	

y. va. M

DATE	REFERENCE	CONCEPT	AMOUNT
10-Dic-98	JT-10828	REG. DE IMPTOS. DE IMPORTACION	81,730.01
1995		ARRENDAMIENTO 1995 ATLAS	4,407.87
03-Feb-97	21981	ARRENDADORA ATLAS	3,957.01
TOTAL			90,094.69
28-Ene-00	JE-20908	COMPRA DE BULL 10,916.69 DLLS (T.C. 9.3424368)	101,988.48
31-Ene-00	PD-43027	ENVIRONMENT AGENCY	2,382.80
TOTAL			104,371.28
07-Mar-00	JT 21573	MINISTRY OF HOLANDA	338,073.60
TOTAL			338,073.60
30-May-00	JT 22695	IMPORTACION EQUIPO DE BET.	865,003.34
TOTAL			865,003.34

ms *y. v. g.*

ACUMULADO	4,201,916.60
	7,285,818.51 PESOS

ms *y. v. g.*

Section 2.20

Litigation

No exceptions other than those set forth below.

1.- PERFORMANCE BOND CLAIM

PETROQUIMICA PAJARITOS, S.A. DE C.V.
vs. RESIDUOS INDUSTRIALES MULTIQUM, S.A. DE C.V.
HEXACHLORINATED COMPOUNDS CONTRACT CS-PA 089/97

BOND COMPANY: FIANZAS MONTERREY NEW YORK (FORMERLY FIANZAS MONTERREY AETNA)

BONDS NO. FN156996 & FN158749

AMOUNT IN PESOS: \$9,497,000.00

STATUS: CLAIM DENIED TWICE BY BOND COMPANY WITH SUPPORT PROVIDED BY RIMSA.

AT THE MOMENT PENDING SPECIAL PROCEEDINGS TO BE INITIATED BY PETROQUIMICA PAJARITOS IN ORDER TO SUE THE BOND COMPANY.

2.- SPECIAL PROCEEDINGS TO START A CIVIL LAWSUIT
PETROQUIMICA PAJARITOS, S.A. DE C.V.
vs. RESIDUOS INDUSTRIALES MULTIQUM, S.A. DE C.V.
HEXACHLORINATED COMPOUNDS CONTRACT CS-PS-SI 635/96

CASE FILE:15/99-11

COURTROOM 10TH FEDERAL DISTRICT COURTROOM IN COATZACOALCOS, VERACRUZ

AMOUNT IN PESOS: \$3,963,800.00

STATUS: ALL PAPERS WHERE SUBMITTED BY OUR COUNTERPART BUT THEY HAVE NOT DONE ANYTHING ON THE FILE SINCE LAST NOVEMBER 1999

STATUS AS OF AUGUST 2000 THE CIVIL ACTION HAS BEEN FILED BY PEMEX PETROQUIMICA AND WE HAVE PRESENTED OUR ARGUMENTS THE TRAIL IS PENDING

A handwritten signature, possibly 'NG', is written above the initials 'JH'. The signature is enclosed in a hand-drawn oval.


Section 2.21
Affiliate Transactions

RESIDUOS INDUSTRIALES MULTIQUM, S.A. DE C.V.		
2000 AGREEMENTS WITH RELATED COMPANIES		
COMPANY	PRODUCT OR SERVICE	TERMS AND CONDITIONS
Valores Ecológicos, S.A. de C.V.	Management Fee Services	\$500,000 Dlls. Annual converted to Pesos exchange rate \$9.5222 = \$4,945,150 Ps (Monthly payments \$412,346 Ps)
Waste Management of Texas, Inc.	Technical assistance	6.0% of total RIMSA revenue
Waste Management of Texas, Inc.	Technical support	2.0% of total RIMSA revenue
Valores Ecológicos, S.A. de C.V.	Technical assistance	4.0% of total RIMSA revenue
Transquímica Nacional, S.A. de C.V.	Freight services	RIMSA will not have any profit for the TQN freight
		Services
Materias Primas ARACC, S.A. de C.V.	Production materials:	
	Calcium carbonate (Tons)	\$240.0 Ps
	Lime (M3)	\$186.0 Ps
	Clay (M3)	\$14.4 Ps
	Industrial water (M3)	\$12.0 Ps
	Water	\$2,200 trip
Operaciones Inmobiliarias Orva, S.A. de C.V.	Equipment rental:	
	Backhoes (4)	\$1,800.00 Dlls backhoes per Month
Héctor Vargas Garza	LOSOLES warehouse leasing	E-1: \$5,140 Ps. Month E-2: \$3,660 Ps. Month
Operadora Industrial Administrativa, S.A. de C.V.	Personnel administration	Salaries * Fringe benefits factor 1.61*1.20

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Section 2.22
Liability for Services and Products

No exceptions, other than regular inspections and investigations of the type disclosed in Section .
2.13(c).

Yes. 

Section 2.23
Insurance

RESIDUOS INDUSTRIALES MULTQUIM S.A.
DE C.V.

CATEGORY	INSURANCE COMPANY	BROKER	TERM		POLICY #	CURRENCY	INSURANCE COVERAGE	PREMIUM	DEDUCTIBLE
			FROM	TO					
THIRD PARTY LIABILITIES	ACE SEGUROS	PADILLA Y PEREZ SEGUROS Y FIANZAS	1-Dec-99	1-Mar-01	2350	US DLLS	\$ 5,000,000	\$ 37,500	\$25,000
PROPERTY :	ACE SEGUROS	PADILLA Y PEREZ SEGUROS Y FIANZAS	1-Dec-99	1-Mar-01	886	US DLLS	\$ 42,000,000	\$ 42,500	\$25,000
CIVIL RESP. ACCIDENT TRAVELERS	G.N.P.	KALIFA CONSULTORES	11-Oct-99	11-Oct-00	492550	PESOS	\$ 27,697,800	\$ 40,666	MINIMUM SALARIES FACTOR
VEHICLES	G.N.P.	KALIFA CONSULTORES	5-Sep-99	5-Sep-00	3121711	PESOS		\$ 208,703	5%
TRUCK'S					3121722			\$ 410,237	5%
OTHER'S					3121757			\$ 39,864	5%
PERSONAL TRANSPORTATION									5%
COMPUTERS	ZURICH	PADILLA Y PEREZ SEGUROS Y FIANZAS	13-May-00	13-May-01	288885	PESOS	\$ 6,828,000	\$ 27,063	
TOTAL ANNUAL PREMIUMS:									
Ps.								\$ 726,533	
USD								\$ 80,000	

Also, see Section 2.19(k) for a list of bonds and Schedule 2.4 which relates to an insurance policy which shall cease to be in effect upon Closing.

Section 2.24
Broker

No exceptions.

4 . NC .
1/14

Section 2.25
Omissions

No exceptions.



Cloning Date
Vargas

**AMENDMENT NO. 1 TO
AGREEMENT FOR THE PURCHASE OF STOCK OF
RESIDUOS INDUSTRIALES MULTIQUM, S.A. de C.V.**

This Amendment No. 1 dated as of the 26th day of October, 2000 (the "Amendment") to the Agreement for the Purchase of Stock (the "Stock Purchase Agreement"), of Residuos Industriales Multiquim, S.A. de C.V. is entered into by and between Compagnie Générale d'Entreprises Automobiles, S.A. ("CGEA"), SARP Industries S.A. ("SARPI"), corporations organized under the laws of France (collectively the "Buyer"); Mr. Hector Vargas Garza ("Mr. Vargas") and Valores Ecologicos S.A. de C.V. ("Valores"), a corporation organized under the law of the United Mexican States (collectively the "Seller").

WHEREAS, CGEA, SARPI, Mr. Vargas and Valores have entered into the Stock Purchase Agreement dated August 26, 2000 herewith providing for, among other things, CGEA's purchase from Mr. Vargas of shares of the capital stock Inmobiliaria Confinamina, S.A. de C.V. ("Confinamina"), a corporation organized under the laws of the United Mexican States (the "Company").

WHEREAS, the parties wish herein to modify certain provisions as set forth in the Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual promises herein contained and for other good and valuable consideration the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. Section 6.3(b) of the Stock Purchase Agreement is hereby amended to read in its entirety as follows:

VC

VC

.1 Section 6.3 Termination by Mutual Agreement. (b) Buyer or Seller may terminate this Agreement by notifying the other party thereof if the Closing, through no fault of the terminating party or its Affiliates, has not taken place on or before November 15, 2000, or such later date as the parties may agree upon in writing. Any such termination shall be without prejudice to any other rights or remedies that may be available to the terminating party under applicable law.

2. Except as amended hereby, all of the terms and provisions of the Stock Purchase Agreement shall remain in full force and effect as provided therein.

IN WITNESS WHEREOF, the parties have executed this Amendment on the 26th
day of October, 2000.

COMPAGNIE GENERALE D'ENTREPRISES
AUTOMOBILES S.A.

By: 

Name: Pascal Gauthier

Title: Vice President

SARP INDUSTRIES, S.A.

By: 

Name: Pascal Picot

Title: Vice Gauthier

Mr. HECTOR VARGAS GARZA

VALORES ECOLOGICOS S.A. DE C.V.

By: 

Name: Hector Vargas Garza

Title: Sole Administrator

**AMENDMENT NO. 2 TO
AGREEMENT FOR THE PURCHASE OF STOCK OF
RESIDUOS INDUSTRIALES MULTIQUM, S.A. de C.V.**

This Amendment No.2 dated as of the 14th day of November, 2000 (the "Amendment") to the Agreement for the Purchase of Stock, as previously amended (the "Stock Purchase Agreement"), of Residuos Industriales Multiquim, S.A. de C.V. is entered into by and between Compagnie Générale d'Entreprises Automobiles, S.A. ("CGEA"), SARP Industries S.A. ("SARPI"), corporations organized under the laws of France (collectively the "Buyer"); Mr. Hector Vargas Garza ("Mr. Vargas") and Valores Ecologicos S.A. de C.V. ("Valores"), a corporation organized under the law of the United Mexican States (collectively the "Seller").

WHEREAS, CGEA, SARPI, Mr. Vargas, and Valores have entered into the Stock Purchase Agreement dated August 26, 2000 providing for, among other things, CGEA's purchase from Seller of shares of the capital stock Inmobiliaria Confinamina, S.A. de C.V. ("Confinamina"), and shares of the capital stock of Residuos Industriales Multiquim, S.A. de C.V.

WHEREAS, the parties wish herein to modify certain provisions as set forth in the Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual promises herein contained and for other good and valuable consideration the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. A new section 10.17 is hereby added to the Stock Purchase Agreement to read in its entirety as follows:

10.17. Sarp Industries Mexico S.A. de C.V. as a Buyer. Commencing at the Closing, Sarp Industries Mexico S.A. de C.V. shall be included in the term "Buyer" as used herein..





2. Except as amended hereby, all of the terms and provisions of the Stock Purchase Agreement shall remain in full force and effect as provided therein.

IN WITNESS WHEREOF, the parties have executed this Amendment on the 14th day of November 2000.

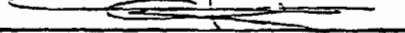
COMPAGNIE GENERALE D'ENTREPRISES
AUTOMOBILES S.A.

By: 

Name: Robert Garza

Title: Vice President

SARP INDUSTRIES, S.A.

By: 

Name: Robert Garza

Title: Vice President

Mr. HECTOR VARGAS GARZA



VALORES ECOLOGICOS S.A. DE C.V.

By: 

Name: _____

Title: _____



**FLOW OF FUNDS MEMORANDUM RE:
AGREEMENT FOR THE PURCHASE OF STOCK OF
RESIDUOS INDUSTRIALES MULTIQUM S.A. DE C.V.
DATED August 26, 2000**

**BETWEEN
COMPAGNIE GENERALE D'ENTREPRISES AUTOMOBILES, S.A. / SARP INDUSTRIES, S.A.,
Mr. HECTOR VARGAS GARZA and
VALORES ECOLOGICOS, S.A DE C.V.**

This memorandum summarizes the flow of funds for the closing of the transactions contemplated by that certain Agreement for the Purchase of Stock of Residuos Industriales Multiquim, S.A. DE C.V., dated August 26, 2000 as amended, by and between Mr. Hector Vargas Garza ("Mr. HVG"), Valores Ecologicos, S.A DE C.V. ("Valores") and Compagnie Générale d'Entreprises Automobiles, S.A. / SARP Industries, S.A. ("CGEA"). Capitalized terms used in this memorandum not otherwise defined herein have the same meaning as set forth in the Agreement.

Pursuant to the terms of the Agreement, at the Closing, CGEA or its designee will pay US\$27,237,626.03 (Twenty seven million two hundred thirty seven thousand six hundred twenty six US \$ and three cents)(as detailed in the annex hereto to entitled Proceeds for Share Purchase) to Valores by wire transfer of immediately available funds, which payment shall include the escrow payment as described below.

For purpose of convenience, each of Mr. Hector Vargas Garza, Valores and CGEA have agreed that all payments will be made to Valores pursuant to the wire instructions indicated below and that Valores shall be responsible for allocating the payment received among itself, Mr. HVG, their Affiliates and all parties entitled to receive payment under the Agreement at the Closing for whatever reason:

Bank:	UBS AG – New York Branch	New York, NY
Account name:	Valores Ecologicos, S.A. DE C.V.	
Account number:	YR-266 528	
Swift:	UBSWUS33	
ABA:	026-007-893	

The amount of the wire transfer shall be subject to adjustment pursuant to Section 1.5 of the Agreement.

CGEA shall pay the sum of US\$ 4,874,593.78 (Four million eight hundred eighty four thousand five hundred ninety three US \$ and seventy eight cents), already included in the US\$27,237,626.03 mentioned above to the Escrow Account pursuant to the Escrow Agreement

UBS A.G.

10 East 50th Street, New York, NY 10022

Mailing address:

UBS AG – New York Branch

10 East 50th Street

New York, NY 10022

Attn.: Alfredo F. Roth

Executive Director

Phone : 212 335 1070

Fax : 212 574 5443

Email: alfredo.roth@ubs.com



FLOW OF FUNDS Vargas 001114

Mr. Hector Vargas Garza, Valores and CGEA agree and acknowledge that the Escrow Account has been deposited at the UBS AG, New York Branch and not at the Banco Mercantil del Norte S.A. and that Seller shall have fully complied with its obligations under Section 1.2 of the Stock Purchase Agreement by making said deposit notwithstanding the provision of said Section 1.2..

Valores Ecologicos, S.A. DE C.V.

By: 

Name: _____

Title: _____


Hector Vargas Garza

Compagnie Générale d'Entreprises
Automobiles, S.A.

By: 

Name: Pascal Gauthier

Title: Vice President



FLOW OF FUNDS Vargas 001114

CGEA0041073

SALE PROCEEDS FOR SHARE PURCHASE

November 14, 2000

Amounts in Mexican Pesos

Amounts in Mexican Pesos					\$ 9.6008
ARTICLE I	SPA AGREEMENT		CLOSING Ps.	AFTER CLOSING Ps.	CLOSING USD
SECTION 1.1					
Shares, first payment of land, before escrow account	I A)	239 975 000	239 975 000		24 995 312.89
Escrow Valores & CGEA			- 46 800 000		- 4 874 593.78
Withholding fund	I B)	8 424 000		8 424 000	-
Promissory note 18 months	I C)	20 592 000		20 592 000	-
Promissory note 36 months	I E)	20 592 000		20 592 000	-
Promissory note	I F)	20 592 000		20 592 000	-
		310 175 000	193 175 000	70 200 000	20 120 719.11
Unpaid Shareholder's fees	II	0			-
Non compete	III	18 720 000	18 720 000		1 949 837.51
Value added tax 15.0% Non compete		2 808 000	2 808 000		292 475.63
TOTAL SECTION 1.1					22 363 032.25

SECTION 1.2

Escrow Valores & CGEA

46 800 000

4 874 593.78

TOTAL SECTION 1.2**4 874 593.78**

331 703 000

261 503 000 70 200 000

27 237 626.03

CGEA0041074

**PAGARE
(PROMISSORY NOTE)**

Principal Amount: \$20,592,000.00 Pesos of the United Mexican States

FOR VALUE RECEIVED, the undersigned SARP INDUSTRIES MEXICO, S.A. DE C.V. by this PAGARE, unconditionally promises to pay to the order of VALORES ECOLOGICOS, S.A. de C.V. the principal amount of \$20,592,000.00 (Twenty Million Five Hundred ninety two thousand 00/100 PESOS OF THE UNITED MEXICAN STATES), plus interest at the rate set forth in this PAGARE per annum precisely on May 14, 2002. All payments hereunder shall be made in the domicile of the holder at Lázaro Cardenas No. 2400 Pte. Edificio Losoles PB-7, Col. Residencial San Agustin, San Pedro Garza Garcia, Nuevo León C.P. 66260 México, in lawful money of the United Mexican States.

Interest shall be at an annual rate equal to the Interbank Equilibrium Interest Rate (TIE) at twenty eight (28) days published by Banco de Mexico, S.A. on the last day of each month on which such rate is published, minus two (2) percentage points ("RATE"). Such interest will be computed on the basis of a 365-day year and the actual number of days elapsed, from and including the date of subscription of this PAGARE, but excluding the date of payment; and shall be payable to VALORES ECOLOGICOS, S.A. de C.V. on a monthly basis within the fifteen (15) calendar days following the last day of each calendar month following the date of subscription of this PAGARE. If the publication of the TIE rate is discontinued for any reason, the applicable interest rate to this PAGARE shall be that rate substituting such TIE rate minus two (2) percentage points. Should any day for the payment of the Principal amount or interest payable hereunder does not fall on a Working Day, then such payment shall be made on the immediately previous Working Day. A "working day" is any day which is not Saturday or Sunday and on which commercial banks are open for business and are not authorized to be closed in Monterrey, N.L., Mexico.

If for any reason, any interest or principal payment hereunder is not paid at its maturity, the undersigned shall pay overdue interest on such interest or principal payment not made at the RATE and as provided above, until full payment of such overdue amounts has been made.

JAS

Any legal action or proceeding arising out of this PAGARE may be brought in any Court of competent jurisdiction sitting in the City of Monterrey, N.L., Mexico, therefore the holder and the undersigned waive the jurisdiction that by reason of their present or future domiciles may correspond to them.

The undersigned hereby waives diligence, presentment, demand, protest and notice of any kind whatsoever, and in particular the requirements and formalities established by articles 126, 127, 128, 139, 142, 143, 148, 149 and 155 of the "Ley de Títulos y Operaciones de Crédito". The nonexercise by the holder of any of its rights under this PAGARE in any particular instance shall not constitute a waiver thereof in that or any subsequent instance.

The undersigned hereby promises to pay all costs of collection and reasonable attorney's fees in case of default in the payment of this PAGARE.

This PAGARE shall be construed in accordance with, and governed by the laws of the United Mexican States.

This PAGARE consists of (2) two pages.

Monterrey, N.L., México, on the 14TH of November, 2000.

ISSUER / SUSCRIPTOR

BY: MR. JEAN-ALAIN JULLIEN
SPECIAL ATTORNEY-IN- FACT
SARP INDUSTRIES MEXICO, S.A. DE C.V.

(*ceja*)

**PAGARE
(PROMISSORY NOTE)**

Principal Amount: \$20,592,000.00 Pesos of the United Mexican States

FOR VALUE RECEIVED, the undersigned SARP INDUSTRIES MEXICO, S.A. DE C.V. by this PAGARE, unconditionally promises to pay to the order of VALORES ECOLOGICOS, S.A. de C.V. the principal amount of \$20,592,000.00 (Twenty Million Five Hundred ninety two thousand 00/100 PESOS OF THE UNITED MEXICAN STATES), plus interest at the rate set forth in this PAGARE per annum precisely on November 14, 2003. All payments hereunder shall be made in the domicile of the holder at Lázaro Cardenas No. 2400 Pte. Edificio Losoles PB-7, Col. Residencial San Agustín, San Pedro Garza García, Nuevo León C.P. 66260 México, in lawful money of the United Mexican States.

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If for any reason, any interest or principal payment hereunder is not paid at its maturity, the undersigned shall pay overdue interest on such interest or principal payment not made at the RATE and as provided above, until full payment of such overdue amounts has been made.

A

Any legal action or proceeding arising out of this PAGARE may be brought in any Court of competent jurisdiction sitting in the City of Monterrey, N.L., Mexico, therefore the holder and the undersigned waive the jurisdiction that by reason of their present or future domiciles may correspond to them.

The undersigned hereby waives diligence, presentment, demand, protest and notice of any kind whatsoever, and in particular the requirements and formalities established by articles 126, 127, 128, 139, 142, 143, 148, 149 and 155 of the "Ley de Títulos y Operaciones de Crédito". The nonexercise by the holder of any of its rights under this PAGARE in any particular instance shall not constitute a waiver thereof in that or any subsequent instance.

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Monterrey, N.L., México, on the 14TH of November, 2000.

ISSUER / SUSCRIPTOR

BY: MR. JEAN-ALAIN JULLIEN
SPECIAL ATTORNEY-IN-FACT
SARP INDUSTRIES MEXICO, S.A. DE C.V.

(copia)